

EXHIBIT A-16

(REDACTED)

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

BRANDON RUDOLPH-KIMBLE,)	
)	
Plaintiff,)	
)	Case No. 22 CV 02717
vs.)	
)	
ROUNDY'S ILLINOIS, LLC)	Hon. Mary M. Rowland
d/b/a MARIANO'S,)	
)	
Defendant.)	

DECLARATION OF LINDSAY FLESHER

I, Lindsay Flesher, under penalty of perjury, hereby declare as follows:

1. I am over the age of twenty-one, and am fully competent to testify about the facts set forth in this declaration, each of which is based on my own personal knowledge.
2. I am currently employed as the Associate Relations Manager for Roundy's Illinois, LLC, d/b/a Mariano's ("Mariano's" or the "Company"), a full-time position that I have held continuously since May 9, 2021.
3. I have worked in various professional roles within the Human Resources ("HR") Department at the Company and its affiliated divisions for nearly twelve (12) years. My employment history with the HR Departments of these corporate divisions can be summarized as follows:
 - a. I began my employment at the Turkey Hill Division on June 27, 2011, in the position of "HR Coordinator," a role I held continuously until July 10, 2014.
 - b. On July 11, 2014, I accepted the position of "Division Training Manager" at the Kwik Shop Division, and remained in that role until April 22, 2016, when I moved to the position of "Associate Skills Development Specialist" at Kwik Shop, where I remained until July 8, 2017.



- c. On July 9, 2017, I became a “District HR Manager” at the Roundy’s Division, and worked in two separate districts within that Division until April 13, 2019.
 - d. On April 14, 2019, I accepted the position of “Division Talent & Development Manager” at the Company’s Mid-Atlantic Division, where I worked until May 16, 2020.
 - e. On May 17, 2020, I accepted the position of Mariano’s “Associate and Customer Engagement Coordinator,” and stayed in that role until August 3, 2020, when I transitioned to the role of “HR Field Specialist” at Mariano’s.
 - f. On February 14, 2021, I was placed in a “Special Project” role to assist with Associate & Labor Relations functions at the Company, and stayed in that role until May 9, 2021, when I transitioned to my current role, “Associate Relations Manager.”
4. In my capacity in various HR professional roles at Mariano’s and its affiliated corporate divisions, my duties included all facets of the Human Resources function, and I was directly involved in (and/or personally responsible for) handling, among many other things:
- a. Providing guidance to District HR Leaders, specifically surrounding Associate/Labor relations concerns and/or investigations;
 - b. Negotiating various single-store and multi-store Collective Bargaining Agreements (“CBA”s), and resolving Union grievances;
 - c. The review, approval, and execution of dispute resolution agreements, including Last-Chance Agreements, Settlements, Retro Pay and Grievance Pay agreements;
 - d. The investigation of complaints surrounding alleged employee misconduct, including alleged claims of discrimination, harassment, and retaliation;
 - e. The review and analysis of ADA accommodation requests and determination of reasonable accommodations based on an interactive process;

- f. The implementation and management of performance improvement plans;
- g. The coordination of work stoppage volunteers;
- h. The review, analysis, and adjudication of negative associate background checks in accordance with Company guidelines, including decisions to terminate and/or suspend employment based on contingent hiring holds;
- i. The management of the Associate Insights process; and
- j. The creation, implementation, and/or training on various Company HR policies and procedures.

5. Based on my longstanding tenure as an HR professional at the Company, and the various roles I have held within the HR Department, I am personally familiar with: (a) the business operations of the Company's HR Department; (b) the creation and maintenance of the corporate business records of Mariano's and its HR Department; and (c) the roles and responsibilities of store-level employees, including the extent of supervisory authority (if any) associated with those roles.

6. Based on my employment history with the Company's HR Department, I am personally familiar with Mariano's business operations concerning store-level employees. More specifically, store-level employees at Mariano's broadly fall into two categories: (a) hourly employees; and (b) salaried, management-level employees.

7. The terms and conditions of employment for Mariano's hourly store employees are subject to a Collective Bargaining Agreement ("CBA") with the United Food & Commercial Workers ("UFCW") Local No. 881. The document attached hereto as Exhibit A is a true and correct copy of the CBA in effect during the time period from January 28, 2018, through August 27, 2022, which has been Bates-labeled for production in discovery as "D000037-D000088."

8. Mariano's hourly employees are also required to read, understand, and follow the policies and procedures set forth in the Company's Employee Handbook, a copy of which is provided to and/or made available to every newly-hired employee. The document attached as Exhibit B is a true and correct copy of the current version of Mariano's Employee Handbook (Bates-labeled for production in discovery as "D000001-D000036"), which has been in effect continuously since September of 2015.

9. In my capacity as Mariano's Associate Relations Manager and the Company's corporate representative, I am familiar with Brandon Rudolph-Kimble, the Plaintiff in this lawsuit, including the facts and circumstances surrounding the termination of his employment with the Company, the HR records pertaining to his employment with the Company, and the allegations made in his Amended Complaint.

10. As part of its regular business practices, Mariano's HR Department maintains a record of the various training "modules" that each store level employee receives in connection with their employment at the Company. The document attached as Group Exhibit C are true and correct copies of the Plaintiff's training records (Bates-labeled for production in discovery as "D000101-D000103"), which include Plaintiff's acknowledgement that he received a copy of the Employee Handbook on February 11, 2022.

11. As part of its regularly-conducted business activities, Mariano's will perform a thorough background check on any employee who expressly (in writing) authorizes the Company to conduct such an investigation. Under this procedure:

- a. As part of Mariano's employment application process, a candidate is asked if they are willing to authorize the Company to perform (directly or through an authorized agent) a background check after their employment has begun.

- b. The candidate must sign an “Offer Acceptance Acknowledgements” document that states, in part, “The Company, at its sole discretion, may elect in certain circumstances to have a candidate begin working in his/her intended role prior to receiving the results from his/her background check and/or drug screen. In the event that the Company elects to do that, it may nonetheless terminate any individual who the Company learns has not attained satisfactory results on his/her background check and/or drug screen.”
- c. The Offer Acceptance Acknowledgements document also identifies the third-party consumer reporting agency – specifically, General Information Systems, or “GIS,” a “HireRight” Company – who will perform the background check.

12. In this case, Mariano’s extended an offer of conditional employment to Plaintiff to work as a “Level 3” team member in the Meat Department at Mariano’s Store No. 512 (“Store 512”) located at 1615 South Clark Street in Chicago, Illinois, subject to his completion of a satisfactory background check.

13. On January 26, 2022, Plaintiff accepted Mariano’s offer of conditional employment, agreed to a background investigation, and elected to begin his employment with the Company prior to receiving the results of his background check – with the express understanding that Mariano’s may nonetheless terminate his employment if the Company were to learn that he did not attain a satisfactory result on his background check. The document attached hereto as Exhibit D is a true and correct copy (Bates-labeled for production in discovery as “D000095”) of the Offer Acceptance Acknowledgements document that Plaintiff signed on January 26, 2022 (memorializing his acceptance of Mariano’s offer of conditional employment and consent to the Company’s background check process), which the Company keeps and maintains as part of his personnel file.

14. As confirmed by Plaintiff's time-punch records – a true and correct copy of which (Bates-labeled for production in discovery as "D000106-D000108") is attached as Exhibit E – Plaintiff's first day of employment at Mariano's Store No. 512 was February 8, 2022, and his last day of employment with the Company was March 15, 2022.

15. On January 31, 2022, the Company submitted to GIS its request for a background check on Plaintiff, and the Company received the background check results from GIS – a true and correct copy of which (Bates-labeled for production in discovery as "D000110-D000114") is attached as Exhibit F – on February 28, 2022.

16. The background check results provided to Mariano's revealed that Plaintiff had been recently convicted of a crime involving dishonesty – specifically, the criminal offense of "Unlawful To Alter/Sell/Exchange Tokens, Transfers, Transaction Cards, Etc. Without Consent" – on August 10, 2018. (*See*, Ex. F, at D000113).

17. In accordance with its policies and procedures, Mariano's sent written notice of the unsatisfactory background results, along with a copy of the background report itself and a summary of consumer protection rights under the Fair Credit Reporting Act, to Plaintiff on February 28, 2022. A true and correct copy of Mariano's written notice (with enclosures) to Plaintiff, Bates-labeled for production in discovery as "D000115-D000127," is attached as Exhibit G.

18. Because "honesty" and "integrity" are cores values, expected of every employee at Mariano's (*see*, Ex. B, at D000024), and because Plaintiff had not challenged the accuracy of his background check report or provided any information concerning the facts and circumstances leading to his conviction, mitigation or rehabilitation, I determined that continuing Plaintiff's employment would involve an unreasonable risk to property at Mariano's and, on March 9, 2022, I made the decision to terminate Plaintiff's employment with the Company.

19. On March 15, 2022, Crystal Brandon, the People Services Manager for Store No. 512, informed Plaintiff of my decision to terminate his employment.

20. I was the sole decision-maker with respect to Mariano's decision to terminate Plaintiff's employment with the Company; no other person was involved with or participated in the decision-making process that resulted in Plaintiff's termination of employment.

21. Crystal Brandon's role with respect to Plaintiff's separation of employment was strictly limited to informing Plaintiff of my decision to terminate his employment. Ms. Brandon did not participate in the decision-making process, and played no role whatsoever in my decision to terminate Plaintiff's employment.

22. I based my decision to terminate Plaintiff's employment solely on the fact that he had been convicted of a crime of dishonesty, as reported on his criminal background report, and not on any other factor. When reviewing Plaintiff's background investigation report and making my termination decision in this case, I did *not* consider Plaintiff's race, color, national origin, or any other factor.

23. Moreover, when making my decision to terminate Plaintiff's employment, I was not aware of his race, color or national origin at that time; I did not learn that Plaintiff self-identified as "black" or "African-American" until he wrote to the Company's HR Department *after* his employment had already been terminated. (*See*, Ex. P, discussed *infra.*, at ¶¶ 38-39).

24. Similarly, when making my decision to terminate Plaintiff's employment, I was not aware of any facts that would suggest that he had requested or applied for any type of promotion or certification; I did not learn about Plaintiff's allegations concerning a requested promotion or certification until he wrote to the Company's HR Department *after* his employment had already been terminated. (*See*, Exs. P-Q, discussed *infra.*, at ¶¶ 38-41).

25. In making the decision to terminate Plaintiff's employment based on his reported criminal conviction history for a crime of dishonesty, I did not treat Plaintiff any differently than other, similarly-situated employees at the Company before him – specifically: (a) [REDACTED]; (b) [REDACTED]; (c) [REDACTED]; and (d) [REDACTED].

26. On October 18, 2021, [REDACTED] [REDACTED] accepted an offer of conditional employment at Mariano's, subject to her satisfactory completion of a criminal background check. On or about December 15, 2021, the Company received a background check report that revealed Ms. [REDACTED] had been convicted of a crime of dishonesty – specifically, "Robbery." Accordingly, I determined that continuing Ms. [REDACTED] employment would involve an unreasonable risk to property at Mariano's and, on December 27, 2021, I made the decision to terminate Ms. [REDACTED] employment with the Company (which decision was communicated to her on January 3, 2022). The documents attached as Group Exhibit H are true and correct copies of the Offer Acceptance Acknowledgements, background check report, and written notices of adverse background report and termination of employment from Ms. [REDACTED] personnel file, which have been Bates-labeled for production in discovery as "D000132 – D000155."

27. According to the EEO-1 voluntary disclosure information provided to Mariano's by Ms. [REDACTED] she self-identified her race as "White." (The document attached as Exhibit I is a true and correct copy of the EEO-1 information from Ms. [REDACTED] personnel file, which has been Bates-labeled for production in discovery as "D000156").

28. On November 18, 2021, [REDACTED] [REDACTED] accepted an offer of conditional employment at Mariano's, subject to his satisfactory completion of a criminal background check. On or about December 2, 2021, the Company received a background check report that revealed Mr. [REDACTED] had been convicted of a crime of dishonesty – specifically, "Retail Theft."

Accordingly, I determined that continuing Mr. [REDACTED] employment would involve an unreasonable risk to property at Mariano's and, on December 13, 2021, I made the decision to terminate Mr. [REDACTED] employment with the Company (which decision was communicated to him on or about December 19, 2021). The documents attached as Group Exhibit J are true and correct copies of the Offer Acceptance Acknowledgements, background check report, and written notices of adverse background report and termination of employment from Mr. [REDACTED] personnel file, which have been Bates-labeled for production in discovery as "D000157 – D000179).

29. According to the EEO-1 voluntary disclosure information provided to Mariano's by Mr. [REDACTED] he self-identified his race as "Two or more races." (The document attached as Exhibit K is a true and correct copy of the EEO-1 information from Mr. [REDACTED] personnel file, which has been Bates-labeled for production in discovery as "D000180 – D000181").

30. On November 30, 2021, [REDACTED] accepted an offer of conditional employment at Mariano's, subject to her satisfactory completion of a criminal background check. On or about December 7, 2021, the Company received a background check report that revealed Ms. [REDACTED] had been convicted of a crime of dishonesty – specifically, "Retail Theft." Accordingly, I determined that continuing Ms. [REDACTED] employment would involve an unreasonable risk to property at Mariano's and, on December 16, 2021, I made the decision to terminate Ms. [REDACTED] employment with the Company (which decision was communicated to her on or about December 21, 2021). The documents attached as Group Exhibit L are true and correct copies of the Offer Acceptance Acknowledgements, background check report, and written notices of adverse background report and termination of employment from Ms. [REDACTED] personnel file, which have been Bates-labeled for production in discovery as "D000182 – D000205."

31. According to the EEO-1 voluntary disclosure information provided to Mariano's by Ms. [REDACTED] she self-identified her ethnicity as "Hispanic or Latino." (The document attached as Exhibit M is a true and correct copy of the EEO-1 information from Ms. [REDACTED] personnel file, which has been Bates-labeled for production in discovery as "D000206 – D000207").

32. On November 12, 2021, [REDACTED] [REDACTED] accepted an offer of conditional employment at Mariano's, subject to his satisfactory completion of a criminal background check. On or about January 5, 2022, the Company received a background check report that revealed Mr. [REDACTED] had been convicted of a crime of dishonesty – specifically, "Forgery/Issue/Delivery Document" and "Theft of Labor or Services." Accordingly, Mariano's determined that continuing Mr. [REDACTED] employment would involve an unreasonable risk to property at Mariano's and, on January 15, 2022, the Company made the decision to terminate Mr. [REDACTED] employment (which decision was communicated to him on or about January 16, 2022). The documents attached as Group Exhibit N are true and correct copies of the Offer Acceptance Acknowledgements, background check report, and written notices of adverse background report and termination of employment from Mr. [REDACTED] personnel file, which have been Bates-labeled for production in discovery as "D000208 – D000236").

33. According to the EEO-1 voluntary disclosure information provided to Mariano's by Mr. Beard, he self-identified his race as "American Indian or Alaska Native." (The document attached as Exhibit O is a true and correct copy of the EEO-1 information from Mr. [REDACTED] personnel file, which has been Bates-labeled for production in discovery as "D000237").

34. I hereby affirm that neither the race, color, or national origin of Plaintiff, nor the race, color, or national origin of (a) Ms. Padgurskis, (b) Mr. [REDACTED] (c) Ms. [REDACTED] (d) Mr. [REDACTED] or (e) any other person, played any role whatsoever in any employment-related decision by me.

35. During the tenure of Plaintiff's employment at Mariano's, his direct supervisor was Dominique Peyton, the Meat & Seafood Manager at Store No. 512. Accordingly, the only persons at Store No. 512 who had the authority or ability to affect the day-to-day conditions of Plaintiff's employment were: (a) Ms. Peyton; (b) the Store Director, Zaim Vukic; or (c) the Co-Manager, Reginald Watson.

36. During the tenure of Plaintiff's employment at Mariano's, Crystal M. Brandon held the position of People Services Manager ("PSM") at Store No. 512. At no point did Ms. Brandon ever have any supervisory authority over Plaintiff. In her capacity as PSM, Ms. Brandon had no authority or ability to unilaterally discipline, suspend, terminate, promote, demote, increase or decrease the rate of pay, or take any other tangible employment action against Plaintiff.

37. At no point during Plaintiff's tenure of employment at Mariano's did he ever complain about Ms. Brandon's conduct, or any aspect of his employment; nor did Plaintiff ever avail himself of any of the numerous reporting mechanisms available to him.

38. Instead, the first time Plaintiff ever provided any notice to anyone at Mariano's regarding any of the matters alleged in his Complaint, was *after* his employment had already been terminated. More specifically, after his employment with Mariano's had been terminated, Plaintiff sent a letter to Mariano's HR Department, dated March 15, 2022, making several accusations and discussing the termination of his employment. The document attached as Exhibit P is a true and correct copy of Plaintiff's post-employment letter, which has been Bates-labeled for production in discovery as "D000240 – D000244."

39. In response to Plaintiff's post-employment demand letter, Mariano's promptly conducted a thorough investigation of the issues raised in his letter, and concluded that each and every one of his allegations was factually without merit. The document attached as Exhibit Q is a

true and correct copy of the Company's investigation file, which has been Bates-labeled for production in discovery as "D000245 – D000262."

40. Plaintiff also filed a grievance with the UFCW on March 22, 2022, which the Union promptly closed without any action by the Company. The document attached as Exhibit R is a true and correct copy of Mariano's grievance file, which has been Bates-labeled for production in discovery as "D000238 – D000239."

41. Aside from his request to become certified in the use of a powered industrial truck ("PIT") – a process which required the oversight of the designated "certification captain," Reginald Watson, who was in Colorado and unavailable at that time (*see*, Ex. Q, at D000245-247) – Plaintiff never applied for any promotion during the tenure of his employment at Mariano's.

42. During the tenure of Plaintiff's employment at Mariano's, hourly store employees were classified into various "Levels" based upon their knowledge, training and skill level. Mariano's "Level-System" for team member growth is more fully described in the Company's program materials attached as Group Exhibit S, which have been Bates-labeled for production in discovery as "D000089 – D000094.002," and "D000094.006-17."

43. Under the Company's Level-System, a team member's responsibilities became greater at each higher level. For example, a "Level 1" team member would have a lower skill set and less responsibilities than a "Level 3" team member. The highest level of certification available to an hourly employee at Mariano's was "Level 4." (*See*, Ex. S).

44. In this case, Plaintiff was hired as a "Level 3" team member in the Meat Department at Store No. 512. In order to become certified as a "Level 4" employee, Plaintiff would have been required to first become "cross-trained" as a Level 3 employee in another department. (*See*, Ex.

S, at D000093, D000094.001). Plaintiff neither requested, nor obtained, any certification training required to “level-up” to a Level 4 position.

45. Moreover, even if Plaintiff would have become cross-trained as a Level 3 employee in another department, and even if he would have completed the entire certification requirement to become a Level 4 employee, Plaintiff never submitted the Company Internal Applicant Form required under Section 7 of Article 4 of the CBA (Ex. A, at D000048). The document attached as Exhibit T is an example of the internal applicant form (Bates-labeled for production in discovery as “D000094.003-05”) that Plaintiff would have needed to submit in order to be considered for the next available open “Level 4” position in the Meat Department.

46. Furthermore, under Mariano’s Level System, after an employee obtains a certain level certification and submits the required application form, the employee will be promoted if – but not until – that level position becomes available in the requested department. Thus, for example, an employee who becomes certified as a “Level 4” employee would be eligible for promotion to a Level 4 position in the Meat Department if – but not until – the Meat Department experiences an open staffing opportunity for that position.

47. In this case, the Meat Department at Store No. 512 never experienced an open staffing opportunity for a “Level 4” employee at any point during the time period of Plaintiff’s employment. Thus, even if Plaintiff had obtained the required certification to become a Level 4 employee (and, he did not), and even if Plaintiff had submitted an application form (and, he did not), he could not have been promoted because there were no open Level 4 positions in the Meat Department at Store No. 512.

48. The documents attached as Exhibits A-T, inclusive, are business records of Mariano’s that were created on or about the date identified on the respective document from

information transmitted by persons with knowledge, and were created, kept and maintained in the course and as part of the regular practice of the Company's regularly-conducted business activities.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on:

March 9, 2023

Date

Lindsey Fletcher

Signature

EXHIBIT A

ROUNDY'S ILLINOIS, LLC

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL NO. 881 Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**

MARIANO'S

Term: January 28, 2018 – August 27, 2022

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AGREEMENT

THIS AGREEMENT is mutually entered into and effective **the 28th day of January, 2018**, except as otherwise provided, herein, by and between **Roundy's Illinois, LLC d/b/a Mariano's** hereinafter referred to as the Employer, and the **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 881, located in Des Plaines, Illinois**, chartered by the **UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION**, hereinafter referred to as the Union.

ARTICLE 1 - RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows:

B. All full-time and regular part-time employees employed at any store(s) opened and operated by Roundy's Illinois, LLC, located in and around the following counties; Cook, Lake, DuPage, Will, Kankakee, DeKalb, Kane, and McHenry, including all employees in said store(s) who are actively engaged in the handling or selling of merchandise, but EXCLUDING one (1) General Manager, one (1) Store Director, one (1) Co-Store Director, one (1) Replenishment Manager, one (1) Logistics Manager, one (1) Merchandising Manager, two (2) Assistant Store Managers, one (1) Service Operations Manager, one (1) General Manager – Food Service, one (1) Assistant General Manager – Food Service, one (1) Perishable Co-Manager, one (1) Merchandising Manager, one (1) People Service Manager, area managers, (Produce/Floral Manager, Deli/Bakery Manager, Meat/Seafood Manager, E-Commerce Manager Food Service Manager, etc.), Area Managers/six (6) management trainees, confidential employees, managerial employees, Pharmacists, security, human resources, guards and supervisors as defined by the Act, demonstrators and other employees employed by vendors and leased department employees.

ARTICLE 2 – UNION SECURITY

A. All present employees who are members of the Local Union on the effective date of this subsection, or on the date of execution of this Agreement, whichever is later, shall remain members of the Local Union as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members of the Local Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Agreement, which is the latter.

This provision shall be interpreted so as to conform to federal and state labor law.

The Employer agrees not to enter into any other agreement with any other labor organization during the life of this Agreement with respect to employees covered by this Agreement.

The Employer agrees not to enter into any agreement with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

B. The Employer agrees to deduct Union dues and initiation fees from the wages of the employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be revocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner.

The deduction of the Union dues shall be made on a weekly basis and shall be forwarded to the Union within ten (10) days after such deduction is made. In the event no wages are due the employee, or are insufficient to cover the required deduction, the deduction for such week shall be made in a succeeding week and forwarded to the Union. The foregoing provisions shall be interpreted and applied so as to comply with federal and state law.

The Employer agrees to deduct contributions in an amount designated by the employee from the paychecks of those employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union. Said deduction authorizations shall be in such form as to conform with all governing Federal and State Law applicable to Political Action Fund.

The Employer agrees to furnish to the Union, on or before the tenth (10th) day of each month with a list of employees hired during the previous month, such list to include the following information:

The employee's name, residence address, Social Security number, store location, date of employment, classification and birth date.

The Employer also agrees to notify the Union of terminated employees and the date of termination by the tenth (10th) day of the month following termination.

When requested by the Employer to do so, the Union agrees to provide the Employer with suitable forms for providing the new and terminated employee information described above.

Any employee who is delinquent in payment of Union dues shall be terminated within ten (10) days of notice from the Union of such delinquency unless satisfactory evidence of the employee having paid such delinquent dues is presented to the Employer within the ten (10) day period.

The Employer agrees to notify the Union of all new employees within seven (7) days after starting work.

The Employer agrees to allow the Union to conduct an Orientation Program for new employees at the store no later than seven (7) days after the employees' date of hire. Employees shall be paid for all hours in attendance. The Employer agrees to give at least a one (1) week notice to the Union of the date, time, location and number of employee(s) attending the Orientation Program.

At the Orientation Program, the Store Director, or his/her designee, shall introduce the Union Representative(s) and allow a mutually agreeable time period for the Union Representative(s) to discuss matters pertaining to the Union and the Collective Bargaining Agreement, and to conduct such other business as the Union deems appropriate. After introducing the Union Representative(s), store management shall be allowed the opportunity to stay or leave the Orientation Program for its duration.

C. Hold Harmless. The Union shall indemnify the Employer against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purposes of complying with any of the provisions of the union security and dues checkoff clauses.

D. Rack-Jobbers. Rack-jobbers and driver-salesmen engaged in servicing the store can handle merchandise directly from a delivery vehicle at the point of delivery, and are allowed to do stocking. All vendor stocking will be permitted.

E. All position exclusions set forth in Article 1B above shall be permitted to perform bargaining unit work as part of their duties.

ARTICLE 3 – WAGES, HOURS AND WORKING CONDITIONS

Section 1 Wages.

Wage rates will be as provided in Schedule “A” attached and made a part hereof.

Section 2 Straight-Time Work

The straight-time workweek for all employees shall consist of forty (40) hours to be worked in five (5), eight (8) hour days; not necessarily consecutive: Sunday through Saturday. This article shall not be construed as a guarantee of a minimum number of hours.

Section 3 Overtime Pay.

A. All work performed in excess of eight and one half (8 1/2) hours per day, or in excess of forty (40) hours per week and all work performed on the sixth (6th) day of a workweek, provided the employee has six (6) days of actual work in the workweek, shall be deemed overtime work and paid for at one and one-half (1 1/2) times the employee's regular hourly rate. For purposes of this provision, the 6th day worked shall be one of the employee's scheduled off days on which the employee is called into work and actually performs work for the Company.

B. All work performed in excess of forty (40) hours per week and all work performed on the sixth (6th) day in a week in which a holiday occurs, provided the employee has six (6) days of actual work in the workweek, will be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate. For purposes of this provision, the 6th day

worked shall be one of the employee's scheduled off days on which the employee is called into work and actually performs work for the Company.

C. Overtime pay shall be figured on a daily or weekly basis, whichever is greater, but not both. There will be no pyramiding of overtime.

Section 4 Premium Pay.

A. Holidays. All employees (except General Members), hired prior to January 28, 2018, shall receive their straight time hourly rate of pay plus a premium paid according to the following schedule for all work performed on holidays:

0-12 months	\$1.65 per hour
13-36 months	\$2.15 per hour
37+ months	Time and one-half (1 1/2)

All employees (except General Members) hired on or after January 28, 2018 shall receive their straight-time rate of pay plus a premium for work performed on holidays as follows:

0-24 months	\$1.00 per hour
25-36 months	\$1.50 per hour
37+ months	Time and one-half (1 1/2)

B. Sundays. All employees (except General Members) hired prior to January 28, 2018, shall receive the straight time hourly rate of pay plus a premium paid according to the following schedule for all work performed on Sundays .

0-12 months	\$1.65 per hour
13+ months	\$2.15 per hour

Employees (except General Members) hired on or after January 28, 2018 shall receive the premium set forth below for work on Sundays (in addition to their straight time hourly rate):

0-24 months	\$1.00 per hour
25+ months	\$1.50 per hour

C. All General Members, hired prior to January 28, 2018 shall receive their straight-time rate of pay plus a premium for work performed on Sundays and holidays as follows:

0-18 months	\$1.50 per hour
19+ months	\$1.75 per hour

All General Members, hired on or after January 28, 2018 shall receive their straight-time rate of pay plus a premium for work performed on Sundays and holidays as follows:

0-24 months	\$1.00 per hour
25+ months	\$1.40 per hour

D. Sunday and Holiday Work. All work scheduled on Sundays and holidays, except night stocking and night receiving work, shall be on a voluntary rotation basis by seniority within the job level and work area and reasonable ability to perform the work. In the event an adequate staff cannot be obtained voluntarily, the Employer may require employees to work on Sundays and holidays by job level and work area, in reverse order of seniority.

Within the third week of the month the Employer shall post notices next to the weekly work schedule requesting volunteers for Sunday work and Holidays work, if any, during the following month along with Holiday operating hours. Employees requesting Sunday or holiday work shall have the right of the greatest number of hours scheduled by level for the day in question.

E. Bartenders. All bartenders shall be paid a premium of fifty cents (\$.50) for all hours worked until point of sale system is in place and reflects tips.

F. Any employee who is scheduled to work at night on a Sunday or holiday night shall have completed his/her work not later than 8:00 a.m. on the previous Saturday, or by 8:00 a.m. on the day preceding the holiday.

G. Night Premium. Any employee shall be paid one dollar (\$1.00) per hour in addition to his/her regular hourly rate for work performed between the hours of 11:00 p.m. and 7:00 a.m. The majority of the employees shift must be worked within the premium time period.

H. Meeting Time. All meeting times will be at the employee's straight-time hourly rate of pay. The night premium shall not apply to store meetings.

I. When premium work runs concurrently with overtime work, overtime pay shall be computed on such premium work.

Section 5 Split Shifts.

No split shifts will be permitted, except when an employee agrees and volunteers in writing.

Section 6 Meal Periods.

Hours of work shall be consecutive, except an unpaid meal period of not less than one-half (1/2) hour at the middle of the workday. No employee will be forced to take a meal period if they work six (6) hours or less. No employee will be required to work more than six (6) hours without a meal period.

Section 7 Rest Periods.

Employees working seven (7) hours or more in a workday shall receive two (2) fifteen (15) minute paid rest periods during the workday: one (1) in the first part of the workday, and the other in the second part of the workday. Employees working four (4) hours or more, but less than seven (7) hours in a workday shall receive one (1), fifteen (15) minute rest period during

such work period. No rest period shall be scheduled until the employee has worked at least one (1) hour. Employees must clock out at the beginning of a break period(s) and clock in at the end of the period(s), as there shall be a time clock in or near the Employer's designated break room so that employees receive their full fifteen (15) minute rest period when clocking in and out for their break period, as set forth above in this Section 7.

ARTICLE 4 - SENIORITY

Section 1

A. Seniority Defined. Seniority shall be defined as the length of an employee's employment within job level and work area from the employee's last date of hire within the store covered by this Agreement. Seniority ranking for employees, commencing employment on the same date shall be determined by the day and month of birth. The employee, whose day and month of birth is closest to January 1 within the calendar year, shall have the greatest seniority. Each employee shall accrue seniority for the purposes of vacations, rehires and layoffs only in the following classifications:

1. Full-time (Level 1, Level 2, Level 3 and Level 4);
2. Part-time (Level 1, Level 2, Level 3 and Level 4);
3. General Members;
4. Meatcutters, Apprentices.

B. Level 1, Level 2, Level 3 and Level 4 employees shall have separate seniority within their work areas within the store.

C. An employee's seniority will be broken and the employment relationship terminated by the following:

1. Discharge for just cause
2. Voluntary quit
3. Absence from work for any reason for a period of one (1) year or for a period of the employee's seniority, whichever is the lesser
4. Failure to report to work within seven (7) calendar days after receiving notification in writing to return to work following layoff
5. Failure to return to work in accordance with the terms of a leave of absence
6. Promotion to an excluded position for a period of six (6) months
7. Absence from work for three (3) consecutively scheduled working days without notification to the Employer

D. Layoff or Reduction of Hours. When layoff or reduction in hours becomes necessary in a given level and/or home work area, the person with the least seniority in that level and/or home work area shall be the first laid off, reduced in hours or scheduled in work areas within their classification, if qualified, where hours are available. When recalling employees, employees will be recalled in the reverse order of layoff. In any layoff or reduction of hours, full-time

employees will have seniority over part-time employees within their level and work area. All employees shall have recall rights up to one (1) year from lay-off. Employees shall be notified by certified mail to their last known address, if they cannot be reached by phone.

Section 2 Definition of Full-Time and Part-Time Employee Classification.

A. For all purposes of this Agreement, except as otherwise provided herein, a full-time employee shall be scheduled a minimum of thirty-five (35) hours per week for Levels 3 and 4 and all other's shall be defined as one who has averaged thirty-five (35) hours or more per week for a period of eight (8) consecutive weeks.

B. A part-time employee is one who has not met the requirements in the paragraph above.

C. Probationary Period. During their first thirty (30) days of employment, new employees shall be classified as probationary. All terms of this Agreement shall apply during such probationary period unless otherwise expressed in this Agreement, provided, however, that such employee may be terminated during such period for any reason. Probationary employees shall have no seniority, but upon successful completion of their probationary period, the seniority of a probationary employee shall date back to the employee's most recent date of hire. The probationary period shall be modified to ninety (90) days from the date the store opens (grand opening). After said ninety (90) day period, the probationary period shall revert back to thirty (30) days thereafter, except, that the employer may extend said employee's probationary period for an additional thirty (30) day period, to further evaluate an employee, by notifying the Union in writing.

Section 3 Full-Time to Part-Time Status.

When an employee is voluntarily reduced from full-time to part-time, his/her part-time seniority shall date from his/her original date of hire. When a part-time employee is advanced to full-time, his/her full-time seniority shall date from his/her most recent assignment to full-time work. A full-time employee with six (6) months or more full-time seniority, who is involuntarily reduced in hours, maintains his/her full-time seniority date.

Section 4 Available Hours.

A. When additional straight-time hours become available at a job level in a work area, the Employer shall assign these hours by seniority by job level to employees who have not maximized their hours above provided: (1) the employee is available, (2) the employee is capable and qualified to perform the work available, (3) the Employer is not limiting the operation of his business, and (4) after employees in their home work area at that level have been offered the available hours. Grievances with respect to this Section shall not be considered unless presented within five (5) days after the schedule is posted.

B. Available hours shall be defined as any hours posted on the weekly work schedule (Monday through Saturday).

Section 5

It is understood that the Employer may promote part-time employees to temporary full-time status for a special project, summer (Memorial Day to Labor Day) and seasonal (holidays) periods on the following basis:

1. During a special project, summer and seasonal period the employer may promote 12-34 hourly employees to temporary full-time 35 plus hourly status. At the end of the special project, summer and seasonal period, hours will be reduced to 12-34 hourly part-time status. The temporary employees will not be entitled to additional benefits as a result of this temporary 35 plus hourly status.
2. The summer period shall extend from Memorial Day to Labor Day. The seasonal periods will coincide with the holidays. The special project period shall include but not be limited to special projects such as: grand and re-grand store openings, major resets and major cleaning.

Section 6 Rules for Moving from Part-Time to Full-Time Classification Status and Vice Versa .

A. After a part-time employee has worked an average of thirty-five (35) hours or more per week for eight (8) continuous weeks, he/she shall be reclassified as full-time at his/her level of certification within the applicable work area.

B. After a full-time employee has worked an average of less than thirty-five (35) hours per week for eight (8) weeks, he/she shall be reclassified as part-time at his/her level of certification within the applicable work area.

C. If an employee is certified to a new classification and is assigned to a vacancy at that new level (General Member, Level 1, Level 2, Level 3, or Level 4), this employee shall receive the applicable pay rate for the entry experience at that level.

D. When an opening occurs in a higher rated classification in a work area, first consideration will be given to existing certified employees who have qualified in that work area at that level to fill the vacancy.

Section 7 Job Posting

- A. When a job opening occurs within a work area and group it will be posted within the store for a period of no less than seven (7) calendar days.
- B. The posting shall list the following information:
 1. Work area;
 2. Group Level and whether FT or PT;
 3. Certification(s) required;

4. Posting date and Posting expiration date.
 5. Approximate schedule
- C. Employee must submit the Company Internal Applicant Form to be considered.
- D. Selection by the Company shall be based upon the following in order of importance:
1. Qualifications (date of certification);
 2. Availability;
 3. If all is equal, then by store seniority.
- E. Copies of each posting will be retained in the store for a period of three (3) months and be made available for inspection by the Union, upon its request.

ARTICLE 5 – WORK SCHEDULES

A. Work Schedule. The work schedule for the succeeding week shall be posted in each store by Thursday 4:00 p.m. for all employees. No change shall be made in said schedule without the consent of the employee and the Employer, except in an emergency beyond the Employer's control. Scheduled days off for full-time employees shall not be changed in an arbitrary, capricious or discriminatory manner. Any change therein not consistent with operating requirements of the business shall be subject to the Grievance Procedure. There shall be a form/book and procedure for requesting time off.

B. Minimum Weekly Scheduling Any employee scheduled for work shall be scheduled for a minimum of twelve (12) hours work per week with the exception of Level 2 employees who shall be scheduled for a minimum of 15 hours work per week, (unless the employee volunteers or requests to be scheduled for less in writing on a waiver form which allows either party to revoke at any time giving seven (7) days' notice) Monday through Saturday, it being understood that this cannot apply to an employee called in for a replacement of another employee.

C. Minimum Daily Scheduling. Each employee shall be scheduled not less than four (4) hours work for that day.

D. An employee shall not commence a new shift until at least ten (10) hours have elapsed since the end of his/her previous shift unless the employee requests otherwise in writing or an emergency occurs.

E. Night Crew Work Schedule. All full-time night crew employees shall be scheduled within three (3) hours of the same starting time each night of the week. Night crew employees shall not be scheduled without at least ten (10) hours rest between their quitting time and starting time.

F. Call-In of Employees. Calling in employees out of the posted work schedule for additional hours shall be done according to job level and work area seniority. Such person called

shall have the right to refuse the request to work provided that any employee who is consistently unavailable shall be ineligible for future call-ins. In that event, the next senior person shall be called within the job level in the work area until the hours have been filled. When at least one (1) days' advance notice of absence is given, the most senior employee shall be given an opportunity to work provided overtime will not be created. Thereafter, available hours may be offered to available employees in other work areas, provided that they are qualified to do the work in that work area and level.

G. With the exception of Meatcutters and Apprentices, employees from all work areas, both full time and part time may be assigned and or scheduled as needed to work in other work areas in the store, if qualified to work in these positions.

H. Company Scheduling

The Company shall make every effort to schedule employees by work area subject to: 1. the employee's availability based upon job level and work area seniority, so that the senior employee(s) in a job level scheduled on any workday in the work area shall have the most hours and shall be scheduled for the longest shift designated and; 2. the Company's need to operate its business in the most efficient and cost effective manner.

The schedule as posted will list the employees in order of their seniority. In addition, the schedule shall set forth an employee's scheduled hours for the workweek.

ARTICLE 6 – GAINSHARING/INCENTIVE PROGRAM

Section 1

It is understood that the Employer shall have the sole and exclusive right to implement an incentive and/or gainsharing program over and above the contractual wage rates set forth in this Agreement, which program shall be within the sole and exclusive discretion of the Employer. The Employer retains the right during the term of this Agreement to implement such a program, to amend or modify the program, to determine the standard under which the program will operate and to terminate the program if it deems it appropriate.

Section 2

If the Employer were to amend, modify or terminate an incentive and/or gainsharing program which it had established under this provision, it would give the Union prior notice of its contemplated decision and upon request would afford the Union a reasonable opportunity to discuss the matter, offer suggestions, and/or resolve the underlying circumstance which gave rise to the Company's deliberations, provided, however, that this process will not unreasonably delay the implementation of the Company's decisions.

ARTICLE 7 – VACATIONS

Section 1

Vacation schedules shall be posted in the store by January 1st of each year. Vacations must be selected by seniority by March 1st of each year. Vacations selected after March 1st shall be on a first come, first served basis provided sixty (60) days' notice is given. Vacation schedules shall be selected and scheduled in the store and no weeks shall be blocked out during the year.

A. All employees who have been in the continuous employment of the Employer for one (1) year shall upon their anniversary date be entitled to one (1) weeks vacation annually with pay.

B. After two (2) years of continuous employment, employees shall receive two (2) weeks' vacation annually with pay.

C. After seven (7) years of continuous employment, employees shall receive three (3) weeks vacation annually with pay.

D. After fifteen (15) years of continuous employment, employees shall receive four (4) weeks vacation annually with pay.

Section 2

A. All employees upon completing their first anniversary year of employment, shall receive a prorated vacation with pay equal to the number of hours paid in that year divided by fifty-two (52), not to exceed forty (40) hours per week. Vacations for such employment shall be on the same number of weeks of vacation eligibility as stated above.

B. All employees will be eligible for a one (1) week vacation as of the first (1st) anniversary date of continuous service. After qualifying for his/her first (1st) one (1) week vacation an employee will be eligible for two (2) weeks after his/her second (2nd) anniversary and three (3) weeks after his/her seventh (7th) year anniversary and four (4) weeks after his/her fifteenth (15th) year anniversary. Employees will requalify as of each successive anniversary date.

C. Employees with more than two (2) weeks of earned vacation shall be permitted to take one (1) week of vacation on mutually agreeable day increments. Full week vacations will take precedence over request for single vacation days. Single days must be used prior to November 1st of each year.

D. If a Full-Time employee has less than his/her full-time week of vacation earned from the prior year, and this full-time employee is going to suffer a reduction in his/her normal straight-time wages from that reduction in vacation pay, this full-time employee may request to be scheduled in no less than additional eight (8) hour segment(s) of work in that vacation week to remedy the vacation pay reduction, provided the total straight-time hours (vacation hours of

pay plus extra 8 hour segments worked) that will be paid in that week shall not exceed forty (40) hours.

Section 3

A. An employee who has qualified for his/her first vacation and is subsequently laid off shall receive a prorated vacation for each full month of service completed since his/her last anniversary date of employment.

B. An employee who is discharged or quits, except discharge for just cause or dishonesty, after having worked six (6) months or more since his/her last anniversary date shall receive a pro-rata vacation for each full month of service completed since his/her last anniversary date of employment.

C. Any employee who enters military service shall be paid his/her prorated vacation pay for that which he/she has earned up to the time of his/her entering military service. Any veteran returning to work after military service shall receive his/her prorated vacation pay for time paid during the time from his/her return to the anniversary date of his/her original date of hire.

D. All employees eligible for a vacation as outlined in this Section shall be required to take the time off to qualify for vacation pay.

Section 4

A. If a holiday occurs during an employee's vacation, he/she shall have the option to be paid an additional day's pay or receive an extra day off in addition to vacation pay provided, any day off is to be scheduled at a time mutually agreed upon by the employee and the Employer.

B. Effect of Leaves of Absence: Leaves of absence, including Workers Compensation Leave, totaling one hundred twenty (120) days or less in any calendar year, shall not affect a vacation earned in that year; leaves, including Workers Compensation totaling more than one hundred twenty (120) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-fourth (1/4); leaves, including Workers Compensation totaling more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one-half (1/2); leaves, including Workers Compensation totaling more than two hundred seventy (270) days shall disqualify the employee for vacation.

C. Vacation pay will be paid at the prevailing wage rate at the time vacation is taken.

D. Vacations during summer holiday weeks, i.e., Memorial Day, Fourth of July, and Labor Day shall not be universally prohibited. Vacations during such weeks may be scheduled if they are consistent with store operating requirements but at least one (1) employee in each department in the store shall be permitted to take a vacation during such week.

E. Where vacation schedules in a store conflict, seniority within each level and within – each department shall govern. For vacation purposes, full-time employees shall have seniority over part-time employees. Notwithstanding anything to the contrary in this Article, at no time shall more than five percent (5%) of the employees of a store be on vacation.

F.

1. Vacation time must be exhausted within the year that it is earned. There is no carryover.
2. New vacation time earned after October 1st may be exhausted by March 1st of the following year.

ARTICLE 8 – HOLIDAYS AND PERSONAL DAYS

Section 1

A. After ninety (90) days employment, all employees are eligible for the following legal holidays:

New Year's Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day (which will always be celebrated on December 25)

B. **Personal Days.**

1. All employees (other than General Members) will be eligible for personal days as follows:

After one (1) year of employment, all employees will be eligible for one (1) personal day to be taken on a day mutually agreeable to the employee and the Employer. Employees with two (2) years of continuous service will be eligible to receive two (2) personal days. Employees with three (3) years of continuous service will be eligible to receive three (3) personal days. Employees with four (4) years of continuous service will be eligible to receive five (5) personal days.

2. All General Members shall be entitled to the following personal days:

1 personal day after 12 months
 2 personal days after 24 months

C. When a holiday falls on a Sunday, the following day shall be observed as the holiday and shall be termed the designated holiday excluding Christmas Day, which will always be celebrated on December 25.

Section 2

Holiday and personal day pay shall be determined by the number of hours which an eligible employee averages during the normal workweek as follows:

<u>AVG. HOURS PER WEEK</u>	<u>HOLIDAY PAY IN HOURS</u>
Less than 16 hours	4 hours at regular rate of pay
16 to 24 hours	5 hours at regular rate of pay
24 to 30 hours	6 hours at regular rate of pay
30 or more hours	8 hours at regular rate of pay

The average number of hours per work week for the purpose of this Article shall be computed on the basis of the paid average of the four (4) weeks immediately preceding the recognized holiday or during the period of employment if the eligible employee has less than four (4) weeks employment, except hours are not paid on workers' compensation, disability and leave of absence.

Section 3

To be eligible for a holiday, an employee must work his/her last scheduled workday preceding the holiday and his/her next scheduled workday after the holiday, and if scheduled, the holiday, unless the employee is absent because of proven illness or injury, provided the employee has performed some work in the week of the holiday.

Section 4

No employee shall be required to work after 6:00 p.m. on Christmas Eve or 9:00 p.m. on New Year's Eve. No employee shall be required to work on Christmas Day. When scheduling work on all recognized holidays, the Employer shall post a notice three (3) weeks in advance of those holidays requesting volunteers only. If a full schedule is not reached, then employees will be selected to work in reverse order of seniority.

ARTICLE 9 – GRIEVANCE PROCEDURE**Section 1**

Any complaint or violation or infraction of any Section of this Agreement shall be submitted within seven (7) working days (Monday through Friday) of the incident in the following manner:

A. First to be submitted for settlement to the representative of the Union and the Store Director who shall endeavor to settle the same satisfactorily to both parties by conferring with the employee involved.

B. Should they, however, be unable to settle the same within seven (7) working days after its initial presentation, then such complaint shall be submitted in writing by the union representative and the person designated by the Employer, who shall endeavor to settle the same satisfactorily to both parties. If the grievance is still not resolved, the following procedure may be initiated by either party:

1. A conference between the President of the Union or his designee and the Labor Relations VP or other designated senior Official of the Company will be held to try to resolve the matter;

2. The time limits set forth in A and B above and C below may be extended by the written mutual agreement of the parties.

C. Should they, however, be unable to settle the same, the matter shall be submitted in writing within twenty-one (21) calendar days after its initial presentation as outlined above, with specific reference to the Article and Section of the Agreement involved, to the Federal Mediation and Conciliation Service. The Federal Mediation and Conciliation Service will submit a list of seven (7) arbitrators. The Union shall strike the first name and the Employer shall strike the next name and alternately until the person whose name remains shall be the arbitrator. Either party before striking any names shall have the right to reject one (1) panel of arbitrators.

D. The fee and expenses of the arbitrator shall be borne equally between the Employer and the Union. The arbitrator shall have authority and jurisdiction to determine the propriety of the interpretation and/or application of the Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of the Agreement. The decision of the arbitrator shall be rendered without undue delay and shall be final and binding upon all parties. No more than one (1) grievance shall be presented to an arbitrator in any one proceeding without the mutual agreement of the Company and the Union.

E. If satisfactory to both the Employer and the Union, Steps A and B, of the Grievance Procedure outlined above may be waived.

Section 2

- A. No grievance will be discussed unless the above procedure has been followed.
- B. No grievance will be considered or discussed which is presented later than seven (7) working days (Monday through Friday) after such has happened.
- C. Retroactive wage payments shall not be made for a period longer than one (1) year from the date the grievance is filed.

Section 3

It is agreed that nothing herein contained shall in any way prohibit the Employer from discharging any employee, providing it is for just cause.

Section 4

A discharge may be handled as a grievance, however, the matter must be submitted as a grievance in writing seven (7) working days from the date of dismissal. Final settlement, including the decision of the Union and management must be made within seven (7) working days after receipt of such written notice. If Union and management are unable to reach a decision, the procedure as outlined in Article 9, Section 1 (C) and (D) shall be followed. Time limits set forth above may be extended by the mutual written agreement of the parties.

Section 5

The Employer agrees to permit an authorized representative or officer of the Union to have free access to the store at all hours in which said store is open for business for the purpose of communicating with the employees employed therein, or for the purpose of conferring with the management, but such representative or officers shall not interfere with the duties of any said members or the business of the Employer.

Section 6

Employees shall be entitled to a copy of any written corrective action upon request.

Section 7

To the extent required by law and upon request by the employee, the Employer shall allow a representative to be present at an investigatory interview of the employee where the results of the interview could lead to the employee's discipline.

ARTICLE 10 – GENERAL

A. The Union Store Card may be displayed in a store where members of Local No. 881 are employed. The store card shall be removed at the request of the Union.

B. The Union shall furnish a bulletin board in the store for posting of Union notices.

C. Whenever any words herein appear in the masculine, they shall be construed as though they appeared in the feminine, except where the context clearly requires otherwise.

D. The Employer and Union agree that there shall be no discrimination, to the extent prohibited by Federal or State law, on the basis of an employee's race, creed, color, national origin, sex, gender identity, sexual orientation, age, union activity or disability.

E. Any uniform deemed necessary by the Employer for its employees shall be furnished at the expense of the Employer. This paragraph shall not apply to uniforms made available to employees for purchases on an optional basis, nor shall this paragraph apply to an employer

established dress code which limits and/or requires an employee to wear certain street clothes, which will not for the purposes of this provision be deemed a uniform (for example but not limited to, white dress shirt, black tie, black pants or skirt, black shoes etc.).

F. The Employer agrees to provide a rest area in each store.

G. Compensable Injury. When an employee is injured on the job and such injury is compensable under worker's compensation, the Employer agrees to pay for all remaining scheduled hours on the date of the injury.

H. When an employee is requested and consents to travel by the Employer, upon request, the employee shall receive the Company's standard rate of reimbursement.

I. No employee covered by this Agreement shall be required to take a lie detector test.

J. The Employer agrees to permit employees to wear buttons of the Union on Company property providing such insignia have safety clasps.

K. One designated Union steward will be granted one (1) paid day of leave a year to participate in Union sponsored steward training. The Union shall give the Employer two (2) weeks notice of such session.

L. The Company agrees to provide to the Union new hire email addresses when provided by the employee, and agrees to insert UFCW contact information in the new hire orientation packet.

ARTICLE 11 – RETIREMENT PLAN

The Employer shall allow employee participation in the Company 401(k) retirement program and will cause it to be made available to eligible employees. Eligibility shall be as set forth in the Plan documents. The Employee's contribution and applicable employer match shall be as defined in Plan documents. The Plan may be amended to conform to changes in applicable law.

ARTICLE 12 – HEALTH AND WELFARE

Section 1

Full-time employees shall become eligible for group insurance the first day of the month following 60 days of employment. Part-time employees, as defined below, shall become eligible the first of the month following 12 months of service after working an average of twenty eight (28) hours. Testing will occur annually, each October, to determine benefit eligibility for the following year.

A summary plan description and other plan documents detail the coverage and other terms and conditions of the above-referenced plans. Participation in these programs are subject to the terms, provisions and conditions as established by the plan sponsor, insurers and/or third-party administrators, which entities maintain the right to determine the coverage and the application of benefits and to amend, modify and/or alter the plans. Actions initiated by the insurer and/or third-party administrator are solely the responsibility of that entity, not the Company, and, as such, their action is not subject to the remedial process under this collective bargaining agreement.

Employees will be eligible for electing employee only or family (employee plus spouse, employee plus children or family coverage, for eligible family members) per the terms of the Plan and subject to the referenced requirements and employee contributions set forth below.

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	<u>Employee Plus Spouse</u>	1.35	
	<u>Employee Plus Children</u>	1.16	
	<u>Family</u>	1.89	
<p>Group B: Employees who averaged 28 or more hours based on a 52-week measurement per the Affordable Care Act guidelines.</p> <p>Note: As required by the Affordable Care Act, the Company will make available a plan that includes family coverage for those part-time employees who have averaged 28 hours over a 12 month period and have 12 months of service (calculated as defined by this Federal Law) at employee contribution rates in accord with this Affordable Care Act.</p> <p>If elements of the Affordable Care Act are repealed, the Company agrees to meet and discuss (within thirty (30) days) with the Union how to address impacted employees.</p>	<p><u>TBD (The Company will give notice of the new employee contribution rates and design changes in advance of the start of each of the above Plan years.)</u></p>		
	<p><u>Effective:</u> <u>January 1, 2018 See Below</u> <u>January 1, 2019 TBD</u> <u>January 1, 2020 TBD</u> <u>January 1, 2021 TBD And</u> <u>January 1, 2022 TBD</u></p>		
	<p><u>All rates below are weekly rates</u></p>		
	<u>Coverage Level</u>	<u>2018 Savers</u>	<u>2018 Value</u>
	<u>Employee Only</u>	<u>21.48</u>	<u>24.20</u>
	<u>2018 Dental Complete Plan 1</u>	<u>2.08</u>	
	<u>2018 Dental Complete Plan 2</u>	<u>1.96</u>	
	<u>2018 Vision</u>	<u>0.64</u>	
	<p><u>*Change to enhanced (combined) part-time and ACA eligibility for 2018 will extend coverage at all levels- spouse, children and family, plus contributions based on ACA guidelines.</u></p>		
	<p><u>TBD (The Company will give notice of the new employee contribution rates and design changes in advance of the start of each of the above Plan Years.)</u></p>		
<p>Group C: Employees who average less than 28 hours Based on a 52-week measurement period and do not have 12 months of consecutive service.</p>	<p>Shall not qualify for insurance coverage.</p>		

C. Employee Contributions Full Time and Part Time for Plan Years 2018, 2019, 2020, 2021 & 2022:

For each of the above mentioned Plan Years, the dollar amount of employee contributions shall be determined by the Company prior to the start of each Plan Year and communicated to the Union and the employees covered under this Collective Bargaining Agreement. The dollar amount of any employee contribution dollar increase from year to year shall be up to and not exceed an increase of 7% more than the prior year's dollar amount for each category.

Section 4

Employees, who participate in the Employer's Health Plan, may be eligible for the Employer's Health Reimbursement Account, which is funded by the Employer. The Employer will contribute the following amounts to each participating eligible employee's health reimbursement account, on an annual basis. The amount contributed by the Employer is set forth below:

<u>Single</u>	<u>Family</u>
<u>January 1, 2018</u>	
\$500	\$1000
<u>January 1, 2019</u>	
TBD	TBD
<u>January 1, 2020</u>	
TBD	TBD
<u>January 1, 2021</u>	
TBD	TBD
<u>January 1, 2022</u>	
TBD	TBD

Any funds contributed by the Employer which remain at the end of a Plan year will be carried over to the next plan year and combined with the amount funded by the Employer for the next Plan year up to Plan maximums / limits. Also, annual amount will be prorated based on effective date in the Employer's Health Plan.

An employee may be required to participate in a mandatory health risk assessment to obtain the annual employer contribution to the Health Reimbursement Account. Participation in the assessment by a spouse of an employee shall be on a voluntary basis. The Company is responsible for the full cost of the assessment for the employee and spouse, if the spouse elects to take the assessment.

The results of an individual's risk assessment shall not be provided to the Employer and no Company action shall be taken by the Company based upon the results of the assessment.

Section 5

An employee who participates in one of the Group Insurance Plans and who is obligated by the terms of this provision to make a weekly contribution towards the full premium cost of the Plan must execute a payroll deduction authorizing a deduction from the employee's paycheck in the amount of the employee's premium obligation.

Section 6

The Employer shall maintain group health coverage at a level reasonably comparable to the coverage in place on the effective date of this Agreement, subject to the provisions of the letter of understanding contained in this Agreement. The Employer has the right to change third-party administrators, insure or self-insure the Plan(s) or change provider networks, or insurance carriers. The Employer reserves the right to modify the plan design subject to the provisions of the above-described letter of understanding.

Section 7

The Employer's contribution for covered employees will be immediately discontinued on covered employees as follows:

1. Leave of Absence;
2. Voluntary Quit
3. Termination for cause;
4. Strike

Section 8

Employer contributions will be continued for covered employees as follows, provided the employee meets his/her required contribution:

1. Absent from work for compensable injury – twelve (12) months contributions;
2. Absent from work due to illness or non-compensable injury – two (2) months contributions;
3. Absent from work for jury duty for the number of months employee is on jury duty.

ARTICLE 13 – LEAVES OF ABSENCE

A. Employees who successfully completed twelve (12) months of service with the Employer may apply for leaves of absence for the following reasons:

1. Illness, injury, or disability of the employee which requires absence from work. Such absence shall be for a period of up to six (6) months, provided that the employee provides medical certification at reasonable intervals during the initial leave and any extension thereof when requested by the Employer which certifies the employee's inability to work.

Employees on leave of absence shall not be entitled to holiday pay.

2. Military service by the employee. (If required by law or regulation it shall be granted.)
3. Any other reason acceptable to the Employer. (This is subject to the sole discretion of the Company.)

B. Other leaves as per item (3) above shall run to a maximum of thirty (30) days for employees who have completed twelve (12) months of continuous employment.

C. Any employee who is granted a leave of absence and while on such leave of absence accepts employment with another employer, or who gets into business for himself/herself, is subject to discharge.

D. Upon return to work from a leave of absence, the employee shall be restored to the job previously held or to a job comparable with regard to work and rate of pay. Upon notice of the employee of availability for work prior to Wednesday, 9:00 a.m. of any week, the employee shall be restored to work to begin no later than Monday of the week following the giving of such notice. If the notice of availability for work is given after Wednesday, 9:00 a.m. of any week, the Employer is required to schedule the employee on the schedule prepared for the following week, and the employee will begin work the Monday thereafter.

E. The Employer and the Union will comply with the provisions of the Selective Service Act, relating to the reemployment of veterans.

F. The Employer and the Union will comply with the provisions of the Federal and applicable State Family Leave Acts.

G. In cases of compensable injury, employees shall be granted a leave of absence for a period of one (1) year. Where required two (2), six (6) month extensions shall be granted provided the employee notifies the store director in writing that such an extension is needed. In no event shall such a compensable leave of absence exceed two (2) years and provided further that the employee provide medical certification at reasonable intervals during the initial leave

and any extension thereof when requested by the employer which certifies the employee's inability to work.

H. Paid Sick Leave Laws. The Company and the Union agree that Federal, State, County and Local Laws – Including but not limited to those in the City of Chicago and Cook County – regarding paid sick leave will not apply to employees in the bargaining unit, except as this waiver may otherwise be prohibited by applicable law.

The Company will maintain the normal plan for short term disability, as that plan may be amended from time to time.

ARTICLE 14 – FUNERAL LEAVE

A. The Employer agrees to pay all employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays at straight-time provided the employee attends the funeral/memorial service. The term “immediate family” shall mean spouse, life partners, parents, grandchildren, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, grandparents or any relative residing with the employee or with whom the employee is residing. A maximum of four (4) days funeral/memorial service leave shall be granted in the event of the death of spouse or child. Part-time employees will be paid the actual scheduled time lost within the limitations as specified above.

B. Employees on vacation who attend the funeral/memorial service of a family member shall receive funeral/memorial service pay in addition to vacation pay or shall have their vacation extended by the number of days of the funeral/memorial service leave.

ARTICLE 15 – JURY DUTY

The Employer shall grant to all employees who are required to serve on jury duty service the difference between the employee's regular, straight-time weekly earnings, not to exceed forty (40) times the employee's straight-time hours rate of pay, and any jury fee paid to the employee. The employee shall notify the Employer upon receipt of jury service notice as soon as practicable. When an employee is released for a day or part of a day during any period of jury service, he/she shall report to his/her store for work. Part-time employees will be paid the actual scheduled time lost minus any monies received as jury fee pay.

ARTICLE 16 – SEPARABILITY

Each and every clause of the Agreement shall be deemed separable from each and every other clause of the Agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which

the offending language may appear. In the event of such contract clause invalidation, both the Employer and the Union agree to meet within ten (10) days of such determination to negotiate a valid clause reflecting the intent of the parties. If the Employer and the Union do not agree on a mutually satisfactory replacement, the remainder of the Agreement shall remain in full force and effect.

ARTICLE 17 – NO STRIKES OR LOCKOUTS

Section 1

There shall be no strike, slowdown, picketing, boycott, or other concerted interference with work called or authorized by the Union. Neither shall there be any lockout of employees by the Employer. The Union, its officers and agents, further agree to use their influence aggressively to prevent any interference whatsoever with the Employer's work during the term hereof.

Section 2

It shall not be a violation of this Agreement for any employee to refuse to cross a primary labor picket line that has been sanctioned by the United Food and Commercial Workers International Union. The Employer will be notified in writing of the action taken by this body.

ARTICLE 18 – MANAGEMENT RIGHTS

The management of the business and direction of the working forces, including the right to plan and direct store operations; hire, suspend, or discharge for proper cause; transfer or relieve employees from duty because of lack of work or other legitimate reasons only; the right to study or introduce new or improved production methods or facilities; and the right to establish and maintain rules and regulations covering the operation of this store, a violation of which shall be among the causes for discipline or discharge, are vested in the Employer, provided, however, that such rights shall be exercised with due regard for the rights of the employees and subject to the provisions of this agreement, and without discrimination against any employees. The Union shall be advised regarding changes in store hours.

ARTICLE 19 – TIME RECORDS

The Employer shall make suitable provisions through the use of time clocks for recording the hours worked by each employee covered by this Agreement. All employees must punch in and out for breaks, lunch or dinner hours and all time worked. The Employer will provide a time clock in or near the Employer's designated break room.

When requested to do so, the Employer shall make such records available to an authorized representative of the Union for examination.

ARTICLE 20 – MEAT AND SEAFOOD WORK AREA WORKING CONDITIONS

Section 1

A. All work performed in the meat and seafood work area will be done by members of the meat and seafood work area except as specifically provided herein.

B. There shall be no restrictions on Employer purchases of fresh meat products.

C. Cleanup work may be performed by any employee in the store including General Members subject to the following conditions:

Cleanup work shall mean sweeping and scrubbing floors, washing shelves, walls, doors, cases, tables, tubs, sinks, drains, disassembled equipment, windows, use of hydroblitzer or substitute equipment in any meat department area, cleaning holding boxes, carts, dollies, cases, grease traps, overhead rails, and meat hooks.

Section 2

A. Journeyman. A journeyman is a skilled meatcutter who has either served his/her apprenticeship in accordance with a period of time as set forth in this Agreement, or who has otherwise qualified as a skilled meatcutter. His skills shall consist of the ability to receive, handle, prepare, cut, cure, grind, slice, process, wrap, display and sell meat, poultry, sausage or fish, whether frozen, cooked, smoked, barbecued or irradiated, and the performance of all work incidental thereto, including the cleaning of all power equipment, tools, and the work area of the meat department. As a part of his duties, he may be required to perform any or all of the above listed functions.

B. Apprentices. An apprentice is an employee learning all the details and developing the manual skill for performing, after the length of time set forth in this Agreement, all the duties of a journeyman. Apprentices must be at least eighteen (18) years of age and shall be rotated on all jobs in the market to assure proper training. In markets where an apprentice is employed there shall be at least a meat manager or journeyman. The wage progression for apprentices shall be seventy-two (72) months.

C. The appropriate “Level” of Team Member may perform any duties in the meat and seafood work area and other duties throughout the store as assigned, but not requiring the use of the saw, grinder or knife within the meat cutting room except, for trimming, scaling and preparing meat and fish and other seafood product; and meat outside the cutting room. If no qualified cutter is available the Team Member may service the customer’s needs, if possible.

Section 3

The Employer shall furnish and maintain a first-aid kit located near the meat and seafood work area. The Employer shall post the names of doctors and hospitals to be used by employees

in the case of industrial injury. All accidents occurring on the job will be reported immediately to the Employer for proper handling.

ARTICLE 21 - GENERAL MEMBERS

A. A General Member is restricted by this Agreement to the performance of duties within the work areas of the Employer's retail establishments as follows:

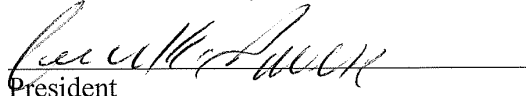
1. General Members may perform the following duties: bagging, carryouts, restocking checkstands with supplies, processing bottles, cleaning restrooms, washing windows, cutting grass, shoveling snow, sweep, mop, scrub, wax and buff floors, clean carts, shelves, and moldings, remove and restock merchandise for purposes of cleaning shelves, price check, stack pallets, maintain equipment used by General Members, face product, throw cardboard in bailer after pulling cardboard, change light bulbs, decorate store, clean lunchroom, empty and dispose of garbage in wastebaskets, pulling cardboard, cleaning parking lot, collecting shopping carts, hanging signs, returning unsold merchandise to shelf from registers or shopping carts, and all sales area, work area and back room clean-up work. No General Member will be used outside of their classification as stated above.
2. Assistance to customers in transporting merchandise purchased by them to their automobile on the store's parking lot.
3. General Members may be required to perform demos, packaging/wrapping and other sales and promotional activities, as needed.

ARTICLE 22 – TERM OF AGREEMENT

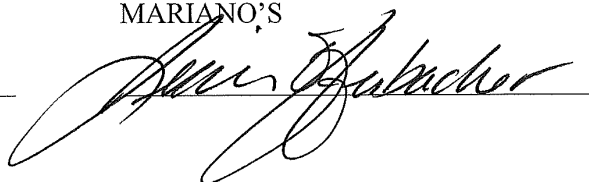
THIS AGREEMENT shall continue in full force and effect from January 28, 2018 through August 27, 2022 and shall further continue in full force and effect from year to year thereafter, unless written notice to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to such annual date of expiration.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 22 day of January, 2018.

FOR THE UNION:
UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL NO. 881


President

FOR THE EMPLOYER:
ROUNDY'S ILLINOIS, LLC d/b/a
MARIANO'S




LETTER OF UNDERSTANDING
BENEFIT DESIGN CHANGES
FOR ROUNDY'S SUPERMARKETS, INC. CORPORATE HEALTH
AND WELFARE PLAN

The Company's right to make Plan design modifications for its Health and Welfare Plan is limited as follows:

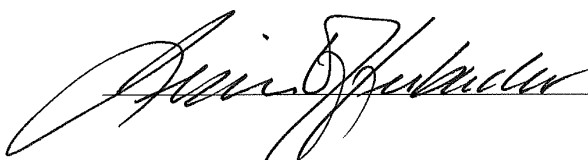
1. The Company shall have the right to make benefit design changes one (1) time in a calendar year.
2. The Company shall provide sixty (60) days notice of a design modification(s) and offer to meet with the Union to discuss the changes, but such discussions shall not delay the implementation of the modification. The Employer will conform to the existing Laws and subsequent clarifications of the Law itself during the Term of this Agreement, provided that the employer may reasonably adjust the employee contributions to reflect increased costs to the employer.
3. If any group of Plan participants receives an incentive which was implemented to overcome the impact of a Plan benefit design change or if the procedures outlined in paragraphs 1 and 2 are not followed, the Company will be prohibited from implementing the modification. It is understood that the Company has a bonus and salary administration program and that payments under this program shall not be deemed an "incentive" which violates this provision.
4. Employee contributions towards the premium cost of the plan(s) will be made on a pre-tax basis under a Section 125 plan to the extent permitted by law.

FOR THE UNION:
 UNITED FOOD & COMMERCIAL
 WORKERS UNION, LOCAL #881


 President

Date 1/22/18

FOR THE EMPLOYER:
 ROUNDY'S ILLINOIS, LLC d/b/a
 MARIANO'S



 Date 1/30/2018

LETTER OF UNDERSTANDING
ADDITIONAL HELP – OVER NIGHT

When additional help is needed at certain times of the year to do work within an employee's level and certification, but outside of their availability, overnight, the following process will be observed:

1. A notice for certified volunteers will be posted no later than the third week of the month prior to the month when the work is needed to be scheduled;
2. Certified volunteers will be selected for this work in order of their seniority;
3. If there are no certified employee volunteers, the Employer may schedule a certified employee by reverse order of seniority subject to Article 5, Work Schedules, Section D, with concern for the employee, but subject to the Employer's need to run its business.


FOR THE UNION:
UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL #881



President

Date 1/24/18

FOR THE EMPLOYER:
ROUNDY'S ILLINOIS, LLC d/b/a
MARIANO'S



Date 1/30/2018

LETTER OF UNDERSTANDING:
JOB TITLE AND CLASSIFICATION "BARTENDERS"
AND
WAGES

The following shall apply only to the classification and Job Title for "Bartenders" and shall be in effect for the term of the collective bargaining agreement between Roundy's Illinois, LLC d/b/a Mariano's and Local 881 UFCW:

The Employer and Union agree to the following:

1. The Employer shall be allowed a Job Title and Classification for "Bartenders".
2. The Collective Bargaining Agreement shall apply to the Job Title and Classification for "Bartenders" for all terms and conditions of employment except as modified below:
 - A. The Job Title and Classification for "Bartenders" shall be within their own Seniority Group in which employee's hired in for such classification shall not be allowed to bid on jobs that are posted out of such classification, nor shall employee's from other classifications within the store be allowed to bid on job openings for the Job Title and Classification for "Bartenders".
 - B. Employees who are classified as "Bartenders" shall follow all the provisions of the Collective Bargaining Agreement except as modified by this Letter of Understanding within their own Seniority for this Bartender Job Title and Classification.
 - C. Employees who are classified as "Bartenders" shall be paid a base hourly wage rate as set forth in this section below, plus 100% of tips received.


1/28/2018	7/1/2018	6/30/2019	6/28/2020	6/27/2021
\$11.00	\$11.20	\$11.40	\$11.60	\$11.80

- D. To be considered for this position each applicant must be duly licensed / certified prior to making their application to be considered for this Job Title/Classification.
- E. The Employer and Union agree to meet should there be any change in the duties and or the responsibilities of the Job Title and Classification for "Bartenders". Should the Employer eliminate the position, they shall provide a thirty (30) day notice to the Union.

Changes in the minimum wage: In the event the Federal, State, City or Municipality Minimum wage is increased or decreased during the term of this agreement, the parties shall meet and negotiate the affected wage progressions.

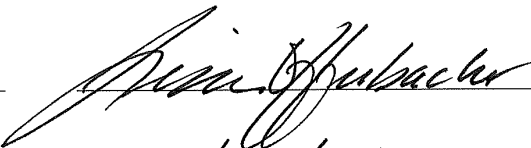
FOR THE UNION:
UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL #881

FOR THE EMPLOYER:
ROUNDY'S ILLINOIS, LLC d/b/a
MARIANO'S



President

Date 1/22/18

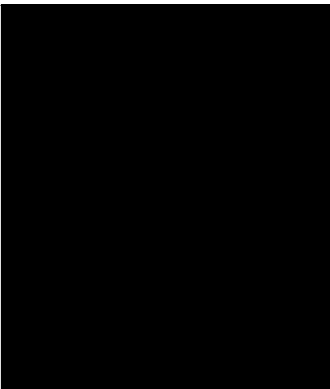


Date 1/30/18

LETTER OF UNDERSTANDING:

Roundy's Illinois, LLC and Local 881 UFCW agree that the named Pharmacy Technicians as set forth below, hired prior to February 11, 2016, who were placed at Levels that exceeded those set forth in our Collective Bargaining Agreement, shall be grandfathered at those higher Levels for the term of this Collective Bargaining Agreement, provided they remain in good standing as Pharmacy Technicians with Roundy's Illinois, LLC.

The named Pharmacy technicians are:

<u>Name</u>	<u>Location</u>	<u>Full/Part</u>	<u>Level</u>
	8501	P	L3
	8509	P	L3
	8524	P	L3
	8522	F	L4
	8529	P	L3
	8538	F	L4
	8520	P	L3
	8510	P	L3
	8517	F	L4
	8534	F	L4
	8527	P	L4


FOR THE UNION:
UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL #881



President

Date 1/22/18

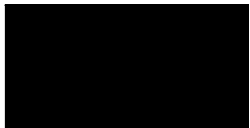
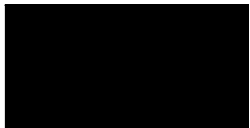
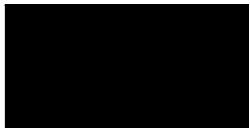
FOR THE EMPLOYER:
ROUNDY'S ILLINOIS, LLC d/b/a
MARIANO'S



Date 1/30/18

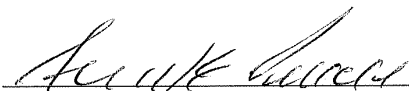
LETTER OF UNDERSTANDING:

Roundy's Illinois, LLC and Local 881 UFCW agree that there are several Pharmacy Technicians who are presently at Levels that are below those set forth in our current Collective Bargaining Agreement. It is agreed that these Pharmacy technicians be placed at their proper Level retroactive to 1/31/2016. The named Pharmacy Technicians to have their levels changed are:

<u>Name</u>	<u>Location</u>	<u>Full/Part</u>	<u>Level: Old – To be Changed to</u>
	8501	F	L2 – L3
	8528	F	L2 – L3
	8501	P	L1 – L2

FOR THE UNION:

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL #881

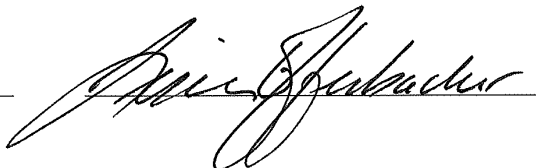


President

Date 1/22/18

FOR THE EMPLOYER:

ROUNDY'S ILLINOIS, LLC d/b/a
MARIANO'S

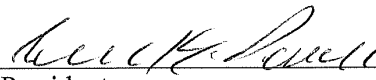


Date 1/30/18

LETTER OF UNDERSTANDING

As our Mariano Stores continue to seek both technology and method changes in order to remain competitive in the markets we serve, we have elected to test self-service checkout capabilities in our Mariano's Park Ridge location. On a non-precedent setting basis, Mariano's commits that no associate will be laid off as a result of this implementation. The company further agrees that it will review future self-service capability implementations with Local 881 prior to the implementation.

FOR THE UNION:
UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL #881



President

Date 1/22/18

FOR THE EMPLOYER:
ROUNDY'S ILLINOIS, LLC d/b/a
MARIANO'S



Date 1/30/18

LETTER OF UNDERSTANDING

This letter of understanding will confirm our understanding of the bargaining pertaining to the third party operation of the Sushi Departments.

The parties agree that the current employees working in the Sushi Departments shall be moved into other departments throughout the store within their current level (allowing 60 days to certify to their current level). These employees shall not suffer any loss of contractual benefits which they currently earn.

The Sushi Departments will henceforth be operated by a third party operator whose employees shall not be considered part of the bargaining unit.


Should the Company discontinue the third party arrangement pertaining to the operation of the Sushi Departments, the Sushi Departments will be staffed by Mariano's and those employees shall become and remain members of Local 881 UFCW and earn benefits under the Collective Bargaining Agreement.

FOR THE UNION:
UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL #881

FOR THE EMPLOYER:
ROUNDY'S ILLINOIS, LLC d/b/a
MARIANO'S



President



Date 1/22/18

Date 1/30/18

LETTER OF UNDERSTANDING:
TEAM MEMBER LEVEL 3, LEVEL 4, MEAT CUTTERS & MEAT CUTTER
APPRENTICES TRANSFERS

This letter of understanding will confirm our understanding pertaining to permanent and temporary transfers of Level 3 Team Members, Level 4 Team Members, Meat Cutters and Meat Cutter Apprentices that have, on file, a signed letter of intent after May 2016. (For clarification purposes, prior to this date a team member may only voluntarily be transferred).

The parties agree the distance will be restricted to twenty-five (25) miles from the team member's current home store.

It is not the intention of the Employer or Union that an employee should lose his or her job as a result of not having a reliable means of transportation in an involuntary transfer situation. Should an employee receive notice of a transfer from the employer and notify either of the parties that such a transfer would cause them to lose their job because of lack of reliable means of transportation; the parties agree to meet and discuss how to best keep this from happening.

If the company needs to temporarily transfer a team member they will seek volunteers first. If no one volunteers, the least senior team member in the department will be temporarily transferred. Temporary transfers shall not last longer than two weeks, except for grand openings, which will be a maximum of four weeks, unless the team member agrees to a longer amount of time. Travel pay under Article 10 section H shall apply.

A part-time employee shall only be voluntarily transferred.

FOR THE UNION:
 UNITED FOOD & COMMERCIAL
 WORKERS UNION, LOCAL #881


 President

Date 1/22/18

FOR THE EMPLOYER:
 ROUNDY'S ILLINOIS, LLC d/b/a
 MARIANO'S



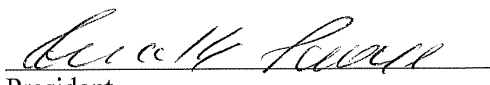
Date 1/30/18

LETTER OF UNDERSTANDING**CERTIFICATION TRAINING**

This letter of understanding will confirm our understanding pertaining to certification training.

The parties agree that all employees will be scheduled for training within fourteen (14) days of signing up on the designated form, except for recognized contractual holidays, during which time no training will occur the week prior to a holiday or the week during which the holiday occurs. The parties agree for grand openings that all new hires will be scheduled for training within ninety (90) days of hire.

FOR THE UNION:
UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL #881



President

Date 1/22/18

FOR THE EMPLOYER:
ROUNDY'S ILLINOIS, LLC d/b/a
MARIANO'S



Date 1/30/18

SCHEDULE "A" WAGES –CLERKS**CITY OF CHICAGO****Effective: 1/28/2018 – 6/30/2018:**

<u>Wage Range</u>		<u>Experience Differential</u>		
		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$11.25 -11.35	\$11.25	\$11.30	\$11.35
Level 1	\$11.40-11.50	\$11.40	\$11.45	\$11.50
Level 2	\$11.60-12.15	\$11.60	\$11.85	\$12.15
Level 3	\$12.50-15.50	\$12.50	\$14.25	\$15.50
Level 4	\$16.55-20.65	\$16.55	\$18.55	\$20.65

CITY OF CHICAGO**Effective: 7/1/2018 – 6/29/2019:**

<u>Wage Range</u>		<u>Experience Differential</u>		
		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$12.10-12.20	\$12.10	\$12.15	\$12.20
Level 1	\$12.25-12.35	\$12.25	\$12.30	\$12.35
Level 2	\$12.40-12.50	\$12.40	\$12.45	\$12.50

Level 3	\$12.70-15.70	\$12.70	\$14.45	\$15.70
Level 4	\$16.80-20.90	\$16.80	\$18.80	\$20.90

CITY OF CHICAGO**Effective: 6/30/2019 – 6/27/2020:****Wage Range****Experience Differential**

		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$13.10-13.20	\$13.10	\$13.15	\$13.20
Level 1	\$13.25-13.35	\$13.25	\$13.30	\$13.35
Level 2	\$13.40-13.50	\$13.40	\$13.45	\$13.50
Level 3	\$13.60-15.90	\$13.60	\$14.65	\$15.90
Level 4	\$17.05-21.15	\$17.05	\$19.05	\$21.15

CITY OF CHICAGO**Effective: 6/28/2020 – 6/26/2021:****Wage Range****Experience Differential**

		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$13.20-13.30	\$13.20	\$13.25	\$13.30
Level 1	\$13.40-13.50	\$13.40	\$13.45	\$13.50
Level 2	\$13.55-13.65	\$13.55	\$13.60	\$13.65
Level 3	\$13.80-16.15	\$13.80	\$14.85	\$16.15
Level 4	\$17.30-21.40	\$17.30	\$19.30	\$21.40

CITY OF CHICAGO**Effective: 6/27/2021 – 8/27/2022:**

<u>Wage Range</u>		<u>Experience Differential</u>		
		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$13.30-13.40	\$13.30	\$13.35	\$13.40
Level 1	\$13.50-13.60	\$13.50	\$13.55	\$13.60
Level 2	\$13.65-13.75	\$13.65	\$13.70	\$13.75
Level 3	\$14.05-16.35	\$14.05	\$15.05	\$16.35
Level 4	\$17.55-21.65	\$17.55	\$19.55	\$21.65

Pharmacy Technicians –Effective 1/31/2016, employees who are hired and classified as Pharmacy Technicians shall be paid at a Level /hourly wage rate as set forth below:

Part-Time Pharmacy Technician – Level 2
 Full-Time Pharmacy Technician – Level 3
 Pharmacist Graduate (pending license) - Level 4

Wages shall be retroactive back to 1/28/18

Changes in the minimum wage: In the event the Federal, State, City or Municipality Minimum wage is increased or decreased during the term of this agreement, the parties shall meet and negotiate the affected wage progressions.

ILLINOIS (COOK COUNTY):**Effective: 1/28/2018 – 6/30/2018:**

<u>Wage Range</u>		<u>Experience Differential</u>		
		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$10.25-\$10.35	\$10.25	\$10.30	\$10.35
Level 1	\$10.40-\$11.00	\$10.40	\$10.45	\$11.00
Level 2	\$11.25-\$12.15	\$11.25	\$11.60	\$12.15
Level 3	\$12.50-\$15.50	\$12.50	\$14.25	\$15.50
Level 4	\$16.55-\$20.65	\$16.55	\$18.55	\$20.65

ILLINOIS (COOK COUNTY)**Effective: 7/1/2018 – 6/29/2019:**

<u>Wage Range</u>		<u>Experience Differential</u>		
		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$11.10-\$11.20	\$11.10	\$11.15	\$11.20
Level 1	\$11.25-\$11.35	\$11.25	\$11.30	\$11.35
Level 2	\$11.40-\$12.30	\$11.40	\$11.75	\$12.30
Level 3	\$12.70-\$15.70	\$12.70	\$14.45	\$15.70
Level 4	\$16.80-\$20.90	\$16.80	\$18.80	\$20.90

ILLINOIS (COOK COUNTY)**Effective: 6/30/2019 – 6/27/2020:****Wage Range****Experience Differential**

		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$12.10-\$12.20	\$12.10	\$12.15	\$12.20
Level 1	\$12.25-\$12.35	\$12.25	\$12.30	\$12.35
Level 2	\$12.40-\$12.50	\$12.40	\$12.45	\$12.50
Level 3	\$12.90-\$15.90	\$12.90	\$14.65	\$15.90
Level 4	\$17.05-\$21.15	\$17.05	\$19.05	\$21.15

ILLINOIS (COOK COUNTY)**Effective: 6/28/2020 – 6/26/2021:****Wage Range****Experience Differential**

		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$13.10-\$13.20	\$13.10	\$13.15	\$13.20
Level 1	\$13.25-\$13.35	\$13.25	\$13.30	\$13.35
Level 2	\$13.40-\$13.50	\$13.40	\$13.45	\$13.50
Level 3	\$13.55-\$16.15	\$13.55	\$14.85	\$16.15
Level 4	\$17.30-\$21.40	\$17.30	\$19.30	\$21.40

ILLINOIS (COOK COUNTY)**Effective: 6/27/2021 – 8/27/2022**

<u>Wage Range</u>		<u>Experience Differential</u>		
		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$13.20-\$13.30	\$13.20	\$13.25	\$13.30
Level 1	\$13.35-\$13.45	\$13.35	\$13.40	\$13.45
Level 2	\$13.50-\$13.60	\$13.50	\$13.55	\$13.60
Level 3	\$13.80-\$16.35	\$13.80	\$15.05	\$16.35
Level 4	\$17.55-\$21.65	\$17.55	\$19.55	\$21.65

Pharmacy Technicians – Effective 1/31/2016, employees who are hired and classified as Pharmacy Technicians shall be paid at a Level/hourly wage rate as set forth below:

Part-Time Pharmacy Technician – Level 2
 Full-Time Pharmacy Technician – Level 3
 Pharmacist Graduate (pending license) - Level 4

Wages shall be retroactive back to 1/28/18

Changes in the minimum wage: In the event the Federal, State, City or Municipality Minimum wage is increased or decreased during the term of this agreement, the parties shall meet and negotiate the affected wage progressions.

ILLINOIS (SUBURBAN NON-COOK):**Effective: 1/28/2018 – 6/30/2018:**

<u>Wage Range</u>		<u>Experience Differential</u>		
		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$9.35-\$9.55	\$9.35	\$9.45	\$9.55
Level 1	\$9.90-\$10.90	\$9.90	\$10.40	\$10.90
Level 2	\$11.25-\$12.15	\$11.25	\$11.60	\$12.15
Level 3	\$12.40-\$15.40	\$12.40	\$14.15	\$15.40
Level 4	\$16.45-\$20.55	\$16.45	\$18.45	\$20.55

ILLINOIS (SUBURBAN NON-COOK)**Effective: 7/1/2018 – 6/29/2019:**

<u>Wage Range</u>		<u>Experience Differential</u>		
		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$9.45-\$9.65	\$9.45	\$9.55	\$9.65
Level 1	\$10.00-\$11.00	\$10.00	\$10.50	\$11.00
Level 2	\$11.40-\$12.30	\$11.40	\$11.75	\$12.30
Level 3	\$12.60-\$15.60	\$12.60	\$14.35	\$15.60
Level 4	\$16.70-\$20.80	\$16.70	\$18.70	\$20.80

ILLINOIS (SUBURBAN NON-COOK)**Effective: 6/30/2019 – 6/27/2020:**

<u>Wage Range</u>		<u>Experience Differential</u>		
		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$9.55-\$9.75	\$9.55	\$9.65	\$9.75
Level 1	\$10.15-\$11.15	\$10.15	\$10.65	\$11.15
Level 2	\$11.55-\$12.45	\$11.55	\$11.90	\$12.45
Level 3	\$12.80-\$15.80	\$12.80	\$14.55	\$15.80
Level 4	\$16.95-\$21.05	\$16.95	\$18.95	\$21.05

ILLINOIS (SUBURBAN NON-COOK)**Effective: 6/28/2020 – 6/26/2021:**

<u>Wage Range</u>		<u>Experience Differential</u>		
		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$9.65-\$9.85	\$9.65	\$9.75	\$9.85
Level 1	\$10.25-\$11.25	\$10.25	\$10.75	\$11.25
Level 2	\$11.70-\$12.60	\$11.70	\$12.05	\$12.60
Level 3	\$13.00-\$16.00	\$13.00	\$14.75	\$16.00
Level 4	\$17.20-\$21.30	\$17.20	\$19.20	\$21.30

ILLINOIS (SUBURBAN NON-COOK)**Effective: 6/27/2021 – 8/27/2022**

<u>Wage Range</u>		<u>Experience Differential</u>		
		<u>Entry- <3yrs</u>	<u>3yrs-<6yrs</u>	<u>>6yrs</u>
General	\$9.75-\$9.95	\$9.75	\$9.85	\$9.95
Level 1	\$10.40-\$11.40	\$10.40	\$10.90	\$11.40
Level 2	\$11.85-\$12.75	\$11.85	\$12.20	\$12.75
Level 3	\$13.20-\$16.20	\$13.20	\$14.95	\$16.20
Level 4	\$17.45-\$21.55	\$17.45	\$19.45	\$21.55

Pharmacy Technicians – Effective 1/31/2016, employees who are hired and classified as Pharmacy Technicians shall be paid at a Level/hourly wage rate as set forth below:

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MARIANO'S SCHEDULE A
MEAT CUTTERS

	<u>1/28/2018</u>	<u>7/1/2018</u>	<u>6/30/2019</u>	<u>6/28/2020</u>	<u>6/27/2021</u>
Journeyman Meat Cutter (prior to 1/7/1998)	\$24.95	\$25.25	\$25.55	\$25.85	\$26.15
Journeyman Meat Cutter (hired after 1/7/1998)	\$21.90	\$22.20	\$22.50	\$22.80	\$23.10

Apprentices - City of Chicago:

The following wage progression for Apprentice Journeyman Meat Cutters shall be in effect for the term of the collective bargaining agreement between Roundy's Illinois, LLC d/b/a Mariano's Market and Local 881 UFCW:

Months	Current	1/28/2018	7/1/2018	6/30/2019	6/28/2020	6/27/2021
0-6 Months	\$11.15	\$11.45	\$12.30	\$13.30	\$13.40	\$13.50
7-12 Months	\$11.55	\$11.85	\$12.70	\$13.70	\$13.80	\$13.90
13-18 Months	\$11.95	\$12.25	\$13.10	\$14.10	\$14.20	\$14.30
19-24 Months	\$12.35	\$12.65	\$13.50	\$14.50	\$14.60	\$14.70
25-36 Months	\$12.75	\$13.25	\$14.10	\$15.10	\$15.20	\$15.30
37-48 Months	\$13.35	\$13.85	\$14.70	\$15.70	\$15.80	\$15.90
49-54 Months	\$14.35	\$14.85	\$15.70	\$16.70	\$16.80	\$16.90
55-60 Months	\$14.60	\$15.05	\$15.95	\$16.95	\$17.05	\$17.15
61-72 Months	\$16.60	\$17.05	\$17.95	\$18.95	\$19.05	\$19.15
Journeyman Meat Cutter Rate						

Apprentices - Cook County:

The following wage progression for Apprentice Journeyman Meat Cutters shall be in effect for the term of the collective bargaining agreement between Roundy's Illinois, LLC d/b/a Mariano's Market and Local 881 UFCW:

Months	Current	1/28/2018	7/1/2018	6/30/2019	6/28/2020	6/27/2021
0-6 Months	\$11.15	\$11.45	\$11.55	\$12.30	\$13.30	\$13.50
7-12 Months	\$11.55	\$11.85	\$11.95	\$12.70	\$13.70	\$13.90
13-18 Months	\$11.95	\$12.25	\$12.35	\$13.10	\$14.10	\$14.30
19-24 Months	\$12.35	\$12.65	\$12.75	\$13.50	\$14.50	\$14.70
25-36 Months	\$12.75	\$13.25	\$13.35	\$14.10	\$15.10	\$15.30
37-48 Months	\$13.35	\$13.85	\$13.95	\$14.70	\$15.70	\$15.90
49-54 Months	\$14.35	\$14.85	\$14.95	\$15.70	\$16.70	\$16.90
55-60 Months	\$14.60	\$15.05	\$15.15	\$15.95	\$16.95	\$17.15
61-72 Months	\$16.60	\$17.05	\$17.15	\$17.95	\$18.95	\$19.15
Journeyman Meat Cutter Rate						

Apprentices - Suburban Non-Cook:

The following wage progression for Apprentice Journeyman Meat Cutters shall be in effect for the term of the collective bargaining agreement between Roundy's Illinois, LLC d/b/a Mariano's Market and Local 881 UFCW:

Months	Current	1/28/2018	7/1/2018	6/30/2019	6/28/2020	6/27/2021
0-6 Months	\$11.15	\$11.45	\$11.55	\$11.65	\$11.75	\$11.90
7-12 Months	\$11.55	\$11.85	\$11.95	\$12.05	\$12.15	\$12.30
13-18 Months	\$11.95	\$12.25	\$12.35	\$12.45	\$12.55	\$12.70
19-24 Months	\$12.35	\$12.65	\$12.75	\$12.85	\$12.95	\$13.10
25-36 Months	\$12.75	\$13.25	\$13.35	\$13.45	\$13.55	\$13.70
37-48 Months	\$13.35	\$13.95	\$14.05	\$14.15	\$14.25	\$14.40
49-54 Months	\$14.35	\$14.85	\$14.95	\$15.05	\$15.15	\$15.30
55-60 Months	\$14.60	\$15.05	\$15.15	\$15.25	\$15.35	\$15.50
61-72 Months	\$16.60	\$17.05	\$17.15	\$17.25	\$17.35	\$17.50
Journeyman Meat Cutter Rate						

Changes in the minimum wage: In the event the Federal, State, City or Municipality Minimum wage is increased or decreased during the term of this agreement, the parties shall meet and negotiate the affected wage progressions.

Wages shall be retroactive back to 1/28/18.

EXHIBIT B



Employee Handbook September 2015

For Union and Non-union Hourly Employees

FROM OUR CHAIRMAN, PRESIDENT & CEO, BOB MARIANO

Congratulations and welcome to Mariano's. You are joining a team of employees who have a passion for food and enjoy sharing that feeling and their **know-how** with customers.

At Mariano's we don't just sell food. We set the tables for thousands of families every day. What we do is at the center of parties and special events large and small...at holiday gatherings, tailgates, picnics, and in school lunch boxes. We take time to understand what our customers need, help them with their decisions and then deliver it to them with enthusiasm. Our customers will come to us looking for the best, and we are committed to giving them exceptional experiences that will keep them coming back.

Our philosophy—Shop Well. Eat Well. Live Well.—begins with you. You, and the knowledge and skill you bring to your team, will support customer good will, your fellow employees and the overall success of your store. I hope that your career with us is exciting, enriching and rewarding.

Once again, welcome!

Sincerely,

A handwritten signature in black ink that reads "Bob Mariano". The signature is written in a cursive, flowing style.

Robert Mariano
Chairman, President & Chief Executive Officer

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THE MARIANO'S WAY

Mariano's is not only about shopping, but about living. We welcome customers like long-time family members and friends to make every visit exceptional and every experience personal. Customer care is at the core of everything we do. We are helpful and attentive, assuring every shopping trip is fun and relaxing.

Our leaders are caring professionals, models of exceptional service to both customers and ambassadors. We respect our customers and each other and work every day to improve our customers' experiences. We hire the best of the best, give them growth opportunities and empower them to make sound decisions, creating a respectful workplace where people are treated fairly and motivated to excel. We seek out those who have a passion for food and can help build our stores into profitable and valuable community partners.

Mariano's is integral to the fabric of our neighborhoods. We do more than sell groceries; we understand the needs of our neighbors and are deeply invested in their health, happiness and well-being.

OUR GUIDING PRINCIPLES

We Put the Customer First

We share the same competitive spirit and passion for exceptional service.
We win when the customer is at the center of all.

Authentic: We are sincere and straight forward with customers and each other.

Caring: We are sensitive to human needs and expectations.

Responsive: We are committed to exceptional customer service, anticipating needs and exceeding expectations.

Empowered: We take personal responsibility to solve problems and go out of our way to delight our customers.

Productive: We are efficient and good at our jobs.

Knowledgeable: We are category experts who are always learning and always improving. Status quo is not in our dictionary. We work to be better each and every day.

Dedicated: We are proud to serve our customers and to be a part of Mariano's.

Creative: We apply savvy and wit to inspire our customers, encourage trail of unique products and add value to the customer experience.

OUR COMMITMENT TO OUR CUSTOMERS

Our customers deserve the best of what we have to offer, and that goes beyond quality, selection and price. Any competitor can match our products and prices, but they can't duplicate how we make our customers feel valued when they shop our stores. We do that by:

- **Friendly greeting**
- **Finding out what they need**
- **Delivering what they need politely, enthusiastically, accurately and swiftly**
- **Then going the extra mile to surprise them**

1. Greet all customers in range.

One of the best ways to be sincere when greeting is to make eye contact with each customer you see, even if he or she is 10 feet away. Eye contact, a nod or a wave are good at a distance, but when the customer gets closer—within 4 feet, say “Hi” or “How are you doing?” or another way you enjoy simply greeting people. And smile—that can make a customer's day. Customers are #1 on our to-do list, and always take precedence over cleaning, production, stocking or any other work activity.

2. Find out what the customer needs.

Ask customers how you may help them. Learn the signs someone is in need of help—a hurried or lost look are the most common. But many customers who don't display a sign of need will much appreciate your offer of help. Ask in creative ways: Can I help you find something special? Can I locate something for you? Are you finding everything you need today?

3. Get it for them.

When asked by a customer where a particular product is located, always lead or escort the customer to the product—never just point the way. If we're out of stock, check the backroom...then check another store..then check our delivery schedule to hold the item when it comes in...or even send them to the competition if it's a critical need. Let the customer shop while you do the research, then catch up with him or her. However you are serving the customer's need, do it **POLITELY, ENTHUSIASTICALLY, ACCURATELY and SWIFTLY.**

4. Surprise them by going the extra mile.

At Mariano's we don't stop after delivering what the customer needs. We like to surprise them with something extra. That “extra” could be simple things, like holding open a door, offering help with a heavy item, loading groceries into a trunk, a recipe tip to go along with the purchase, mentioning a brand new item that complements their purchases, and many more. Be creative and always over deliver.

Front End Employee? Our Lasting Impression is Created by You

If you are a cashier or bagger, you are the last to touch our customer's shopping experience, but the most important. Many customers have a favorite cashier or bagger for which they will stand in line longer just for the experience. How will you build your own fan club?

Customers always tell us they want service that is:

Attentive
Friendly
Fast

Do your very best to **make the customer feel that he or she is the best part of your day.** You can do that by applying full focus on the customer you are currently serving with occasional eye contact with

the next in line that will “tell” them you recognize they are waiting. You should smile and carry on a conversation with your customer around items purchased or other topics that aren’t personal. Then, make certain you thank your customers. Create several thank you phrases to use: “Thanks much for choosing us today. Thanks, hope you come back soon. Thanks for shopping my store today.” When thanking customers, maintain eye contact—that shows them you are sincere.

Give The Same Great Service To All Customers

All customers are to be treated equally regardless of race, color, creed, disability or economic status. Fellow employees, good friends and relatives are not to receive preferential treatment.

Code Red: What Happens When a Customer Complains

We actually like customer complaints, because those customers help us fix things for them and probably for quite a few others who may not voice their feelings. Fixing things for our customers gives us the opportunity to show them they are most important.

If you get a dissatisfied customer, we expect that you follow these steps:

1. **Acknowledge the complaint** by actively listening, and not talking until the customer has completed voicing the complaint. Be as courteous as possible. Remain calm. Don’t take the complaint to heart—remember that the customer is usually upset at the store and not at you. Repeat back to the customer in your own words what you hear is the problem.
2. **Sincerely apologize.** Even if the customer doesn’t have all the facts right, never argue with him or her. Don’t push back. Don’t defend our position. Just say I’m sorry you’ve had a negative experience or something similar.
3. **Make things right for the customer.** After saying I’m sorry, ask, “What can I do to make this right for you?”. Listen closely—sometimes a customer who is very frustrated just wants to vent—they aren’t asking for anything except someone to listen and help to change a situation. You can decide on how to remedy the complaint according to the guidelines your area has established for this purpose.
4. **Document the complaint.** Make sure you get the customer’s name, phone # or email address so we can follow up. Complete the Code Red form with this and more details and give it to your manager.
5. If a customer wants an immediate answer or you are unsure of how to handle a situation, always call the Manager on Duty.

Handle Phone Calls Professionally and Politely

Always answer the telephone by the third ring and say, “Good morning, (or afternoon or evening), Mariano’s — (location), this is (your name) speaking”, and “how may I help you?” If you must put a customer on hold, inform the customer that you are putting him/her on hold and return to that individual as soon as possible. If you need to transfer a call to the proper department, promptly check to make sure the call was answered. When taking a message, make sure you get the correct spelling of the name and a telephone number.

Know Your Store

The success of this store depends on you. Get to know every product and every service your store offers. A complete understanding of the store will enable you to provide greater service to your customers. You will be given a brief store tour during your training, but the only way you will get to know your store is by disciplining yourself to observe and memorize the store.

Respond Immediately to Customer Accidents

In case of an accident, **notify a member of management at once.** The management team in your store is trained to respond with first aid and are the only individuals designated to respond to emergency situations. You should not move the injured customer. You should be courteous, empathetic and helpful. Please secure the area to prevent further injury and potential exposure to blood or other

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bodily fluids. Be sure you or someone detains any witnesses until management arrives. **DO NOT** accept any responsibility for the store or create the impression that the store was at fault. Make no statement that the company, or its insurance carrier will pay the bills. Always let management handle all of the details.

OUR STORE

Handle Out of Stocks With a Sense of Urgency

If an item is out of stock on the shelf, you should contact your manager or supervisor. The reasons are:

- There may be more in the backroom and the manager will want to get the item for the customer and have the shelf restocked.
- The manager will know the item is out of stock and will be able to reorder.
- Often a customer thinks an item is out of stock because he/she can't find it. The manager will want to ensure that the customer receives the item.

Know the Quality and Accuracy Standards for your Area and Job

Each of us must remember that we all own responsibility for quality and accuracy. If you have an idea that you think will improve our operations, we encourage you to discuss it with your supervisor.

Individual departments have developed performance standards to ensure high quality consistency in what we offer to our customers.

Deciding Donations And Solicitation

The store must place certain limits on solicitation by customers and employees. Requests by customers to solicit for donations must be referred to the store director. Each store can accommodate only a certain number of solicitations and the store director has the decision power. Our "No Solicitation" rule is in effect for all-non approved activity.

Carrying Out our Shirt And Shoes Policy

Our store policy is that all customers must have on a shirt and shoes to shop in our store. Since we are a food establishment, we owe it to our customers to be diligent in carrying out policies related to hygiene and food safety. If a customer is not following this rule, all you must do is politely inform him/her of our policy. If you do not feel comfortable with this, call a manager. If you are having trouble with customers who become upset or are repeatedly breaking this policy, call your manager to handle the problem.

Reporting Shoplifting

Customer and employee shoplifting and pilferage are serious problems. These sensitive problems must be handled by experienced personnel to avoid difficulties. If you see a customer or employee hide an article of merchandise in their clothing, or in a package they are carrying, **you should quickly and quietly report the incident to your manager.** Try not to lose sight of the person involved because they may dispose of the merchandise before they are apprehended. When your manager arrives, inform him/her of exactly what has happened. He/she will then evaluate the situation. **Under no circumstances should you attempt to make an apprehension on your own.**

Intervention, by the use of good customer service skills, could allow us to divert some of the occasional or opportunistic shoplifters from shoplifting. Remember, a total awareness program and cooperation between all employees will reduce shoplifting and reduce overall shrink.

Making Emergency Intercom Calls

Special intercom calls are used to alert store management and security to a situation.

- "Mr. Mitchell" is the designated code for employees to contact Loss Prevention staff. If you see a customer that is acting suspiciously, page "Mr. Mitchell". Loss Prevention staff or management will answer and assist. Remember, our best method to prevent shoplifting losses is by practicing good customer courtesy.
- "Code 99" is the designated intercom code for employees to notify management personnel of emergency situations. If you need management assistance in an emergency, (i.e., someone is

injured, a fire or an accident, page "Code 99". All store management personnel should respond. Never use "Code 99" in a robbery situation.

Your safety is important. Never call an emergency code that puts anyone in danger. Please use your discretion.

Acting Safely During Holdups

In the unlikely event that a holdup occurs, **you are to obey orders given by the criminal(s)**. Follow the orders without argument or hesitation and without doing anything to alarm, excite or anger the criminal(s). Make no sudden movements. Do not raise your voice and keep your hands visible at all times. Remain calm and concentrate on remembering the description of the criminal(s). Concentrate on their features, dress, voice, mannerisms, hair style, facial hair, jewelry, height, weight, facial or body scars, tattoos, type of weapon, etc.

Referring Media Calls and Requests for Information

From time to time you may be asked questions from people outside of our company about how things are done at your store or questions about operating results. Some of our employees have received telephone calls from the media, newspaper, television and/or radio, to provide a comment about some issue.

If approached by representatives of the media, store employees should respectfully decline to provide any statement and should instead refer them to the Vice President of Investor Relations and Corporate Communication at 1-414-231-5811.

YOUR CAREER

Mariano's recognizes the importance of helping ambassadors to develop their skills and careers. We believe that successful career growth thrives in a partnership between Mariano's and you. In the first two years of operation, Mariano's has internally developed and promoted more than 1,300 employees, over 90 of them in our management team.

Mariano's provides resources for career planning and skill building and insures that ambassadors know promptly of internal job opportunities.

The key component in this partnership is you. While most people have many employers over a lifetime, it is you who will have to strategically build your job-related skills, and consequently your career.

The better you prepare, the more likely you are to succeed. By taking advantage of the many resources at Mariano's you can strengthen your career skills and take advantage of opportunities for advancement at Mariano's and beyond.

A number of exciting job opportunities are always available at Mariano's because of our fast growth. With each new store opening and promotion, your chances for advancement couldn't be better. If you want to know how you can grow your career at Mariano's, start the conversation with any member of your store management team. We have more than 300 training topics available for your development. Each department has a career progression map that lists all learning topics required for every advancing level. Learning is hands-on, computer based and classroom, and as you learn you certify at each level. Certifications and experience drive promotions.

YOU AS AN EMPLOYEE

We want to be a safe, clean and fun place to work, a place that makes us proud. There are many aspects of a quality work environment, and the following topics address many of them. The processes outlined below and the work rules that govern your employment provide the structure needed in an organization of our size to help ensure fairness and consistency. We believe respect for each other is fundamental to a team's success, so we will be diligent in addressing individual instances of disregard for company policy and work rules.

We are an Equal Opportunity Employer

Mariano's subscribes to a policy of equal employment opportunity and will maintain and conduct all practices related to recruitment, hiring, upgrading, discipline (including termination of employment) and other terms and conditions of employment in a manner which does not discriminate on the basis of race, color, religion, national origin, age, sex, disability, marital status, military service, ancestry, sexual orientation, gender identity, arrest or conviction record or any other status protected by law. We pledge to maintain this policy and to take affirmative action to ensure non-discrimination prevails throughout every aspect of the employment relationship. Please refer to the Company's Equal Employment Opportunity Policy. A complete copy of the Equal Employment Opportunity Policy is available in Employee Self Service under company policies.

ID Required to Begin Work

All employees are expected to provide forms of identification and proof of eligibility to work in the United States within three (3) days of employment. We will begin to schedule hours for you on receipt of your ID.

Your Work Week for Paychecks

Your workweek begins Sunday at 12:01 a.m. and ends at midnight on Saturday.
Pay day is Friday.

OneRoundy's - our Employee Self-Service Portal

Employee Self-Service (ESS) is a convenient, secure and user-friendly resource you will access online through the OneRoundy's employee portal. It will not only enable you to see your individual records, but also provides tools to give you more control of your personal information.

Covering many Human Resources, Benefits, Payroll and Timekeeping functions, OneRoundy's can be accessed on demand so you can bypass the request process or the need to complete a form for viewing or changing personal information. In addition, the OneRoundy's page will also give you provider phone numbers and links to important benefits-related websites putting those URLs at your fingertips.

Take a look at OneRoundy's to discover what the site offers in convenience. Then use it, instead of paper requests, to get the information you need when you need it.

Accessing OneRoundy's

Go to www.roundys.com. Click on the OneRoundy's logo on the home page. Or you can find OneRoundy's by accessing any of our store public websites and clicking on "For our Employees" at the bottom of the home page.

- If you have never logged into a company PC before, you must click on "Manage my password" at the top of the screen. Here you will be prompted to create your login information.
- If you are an established company PC user, you will login with your employee ID as your user ID, and enter your password.
- A user guide and online how-to videos are available by clicking the Tutorial button.
- Choose the Personal Information, Benefits, Payroll or Time Keeping buttons to view or change information. Choose the Tutorials button for help in navigating and completing transactions

on the site. Click Quick Links and Contacts for phone numbers and websites of benefits providers.

How You Handle Direct Deposit

We highly recommend that all hourly employees elect to have their paycheck deposited directly into their checking, savings or loan accounts. Direct deposit statements will be viewable/printable from OneRoundy's only.

If you change your designated direct deposit bank, it is important that you notify the Payroll Department prior to making the change.

Payroll Deductions/Garnishments

Our payroll department will honor payroll deductions that are set up as a part of a company program, or those that are served to us legally.

How we Schedule your Work Hours

You will be scheduled according to the hours on the availability form you completed when hired. If you need to change your availability, you can request to do so by completing a new availability form and routing it to the Store Director for approval. A requested change must be approved beforehand. Completing a form does not in itself guarantee the store will have these hours available. This form only becomes valid when signed by a Store Director.

A time off request is required for any days you wish not to be scheduled. A time off request must be turned in to your manager in a timely manner to be considered. Switching days on the schedule is only permitted with the consent of the Store Director and/or your direct supervisor. Time off requests can only be honored if they do not conflict with the operations of the store.

If You Are a Minor

Special rules govern the hours that minors can be scheduled to work. The rules appear in the "Minor Scheduling Guidelines" which are posted in the glass enclosed bulletin board. A complete copy of the Minor Scheduling Guidelines is available on Employee Self Service under company policies.

What to do if You are Late Or Absent

To help us organize your fellow employees to cover your absence, we need to know as soon as possible that you are going to be late or absent. Please call the manager that is on duty as soon as you know that you will be late or absent, but no later than (1) one hour before the start of your scheduled shift. The only exception to calling prior to the scheduled shift will be when a leave is requested due to emergency circumstances under the Family and Medical Leave Act. You must speak to the Manager on Duty—leaving a message does not qualify as notice. Calls will be accepted from the employee only, except in extreme emergency situations. The Manager on Duty will notify your supervisor that you will be late or absent.

Any absence or tardiness to work should be telephoned to the Manager on Duty as far in advance of your scheduled shift as possible.

If you do not report for your shift or call to notify us that you will not be at work for three consecutive days, we will consider this as a resignation.

If you will be absent for more than three consecutive days you must apply for a leave of absence regardless of the reason you cannot work. This includes personal injuries or illnesses, workers' compensation injuries or other personal situations for which you need to be away from work. See the section on Leave of Absence for more details.

A complete copy of the Retail Attendance Policy is available on Employee Self Service under company policies. A complete attendance and tardy policy is posted in the glass enclosed bulletin board at your store.

How to Clock at Starting Time and Quitting Time

All employees are expected to clock in at their scheduled time and only after they have clocked in should they begin to work. All employees are required to clock out upon completion of their shifts. You should understand established time clock policies (Time and Attendance Policy), including the following:

1. You should clock only on the time clock designated at your time of hire.
2. You need to be at your work station ready and dressed for work at your scheduled starting time and must remain in your work area/station until your scheduled quitting time.
3. You will be paid for all time worked per your schedule. All time worked beyond your posted schedule must be authorized and approved by management. You require Manager on Duty authorization to work past your scheduled quitting time.
4. Under no circumstances should you begin work before clocking in, continue working after clocking out, or take work home.
5. If you fail to clock in or out, you must see the Manager on Duty and make a log entry with signature as soon as the error is realized. If for any reason the clock is not functioning properly, call a manager for assistance.
6. You will be paid for all travel time that may be required once your scheduled workday has begun. Employees will not be paid for travel time to an initial location unless asked to travel to a location farther than their normal workplace.

Please refer to the Company's Time and Attendance Policy. A complete copy of the Time and Attendance Policy is available on Employee Self Service under company policies and is posted on the bulletin boards.

Taking Meal Periods/Rest Periods

You must punch in and out for all rest periods and meals.

Rest periods are 15 minutes long and are paid. Taking back-to-back rest periods isn't allowed, as well as taking rest periods at the beginning or end of your shift—this could cause coverage issues and negatively affect customer service.

Meals are 30 minutes of unpaid time when you can leave the store. The scheduling of rest periods and meals must be cleared and are at the discretion of the Manager on Duty. Additionally, special rules govern meal periods for minors. Minors may not work more than (5) five consecutive hours without at least a 30-minute meal period. A complete copy of the Minor Scheduling Guidelines is available on Employee Self Services under company policies. Finally, never leave for a rest period or meal until you have received permission to do so.

Getting and Giving Information

Open communication is critical to team success. Many times communication happens spontaneously but if you need more time or extra resources, here are a few more ways to get answers or make a suggestion:

Just Ask

If you have a need for information or a concern to share, see your immediate supervisor or your Store Director. If it's a tough question or issue, and you need further assistance, please call your Area Human Resources Director (you'll find the phone number for your Area Human Resource Director posted at the store) or call Roundy's ReportLine at 1-800-880-9016.

Roundy's ReportLine

If you have a concern regarding unethical activity or any type of inappropriate behavior, don't keep it to yourself. Discuss it with your Store Director or Area Human Resource Director, or you can call Roundy's. ReportLine at 1-800-880-9016. You don't have to give your name if you don't want to—an interview specialist documents your concern, assigns you a personal reference number and relays your concerns to the company. This toll-free number is staffed by The Network, an independent organization operating 24 hours a day, 7 days a week.

Whistleblower Policy**General Statement of Purpose**

Roundy's Supermarkets, Inc. (the "Company") is committed to fostering a workplace conducive to open communication regarding the Company's business practices and to protecting employees from unlawful retaliation and discrimination for their having properly disclosed or reported illegal or unethical conduct. In an effort to further this commitment, this policy: (i) establishes guidance for the receipt, retention, and treatment of verbal or written reports received by the Company regarding accounting, internal controls, auditing matters, disclosure, fraud and unethical business practices, whether submitted by company employees or third parties ("Reports"); (ii) establishes guidance for providing Company employees a means to make Reports in a confidential and anonymous manner; and (iii) makes clear the Company's intention to discipline, up to and including termination of employment, any person determined to have engaged in retaliatory behavior.

Receipt

The Company has a designated (a) The Network, an independent company engaged to administer the Company's ReportLine, (b) the Compliance Officer, or (c) the Chairman of the Audit Committee of the Board of Directors to be the recipients of Reports filed under this policy and has designated the compliance Officer to coordinate any necessary Company actions. Any Report received by The Network will be forwarded to the appropriate parties, which would be the Compliance Officer, the Chief Executive Officer, the Chief Financial Officer, the Chairman of the Audit Committee and members of the Board of Directors.

Retention

Reports filed under this policy will be controlled and documented by the Compliance Officer, who shall maintain all related documentation for six years. All related documentation shall be maintained in secured files to which only The Network, the Compliance Officer, Case Managers, the Audit Committee members, and counsel shall have full access.

Treatment of Reports

All Reports will be taken seriously and addressed promptly, discreetly and professionally. Reports may be submitted anonymously or the person submitting the Report may request to remain anonymous. Should a person desire to remain anonymous, that desire will be respected. Discussions and documentation regarding reports will be kept in strict confidence to the extent appropriate or permitted by policy or law. Should the person submitting the Report identify himself or herself, The Network will communicate to the employee the steps to be taken to address the Report. This confidential report process may be used either to submit a new Report, or to address an employee's previous Report, which such employee does not feel was adequately resolved.

Retaliation

Retaliation against any employee that files a Report or voices a concern under this policy is strictly prohibited. Employees determined to have engaged in retaliatory behavior or who fail to maintain an employee's anonymity if requested may be subject to discipline, which could include termination of employment. Any employee who feels that he or she has been subjected to any behavior that violates this policy should immediately report such behavior to his or her supervisor, Human Resources, the Compliance Officer, The Network or the Chairman of the Audit Committee. Please note however, that employees who knowingly file misleading or false reports, or without a reasonable belief as to truth or accuracy, will not be protected by this policy and may be subject to discipline, including termination of employment.

Audit Committee Review of Reports

A summary of reports received under this policy will be communicated to the Audit Committee on a quarterly basis (or a more frequent basis should conditions warrant more timely action).

Suggestions

We welcome and encourage your ideas for improvement. You may have suggestions, problems or complaints which when expressed can offer an improved work place for everyone. It may be a method to improve productivity, a solution to a procedural problem, or a clarification of a company policy. Suggestions should be made to your immediate supervisor or Store Director.

Bulletin Boards

You can find much information about company policies, resources, contact numbers and special programs from reading our bulletin boards. Because space is limited, boards are for company use only.

HR SHARED SERVICES

The HR Shared Services is a resource that will help you get answers to your human resources, benefits and payroll questions. HR Shared Services will connect you directly to the expert that can answer your question or provide you with the information you need just by calling:

HR Shared Services
1-877-877-5420 (from outside Milwaukee area)
414-231-7300
Or x7300

When connected, you'll be given a menu of options which will direct you to the resource best equipped to handle your request or question.

- Employment and Wage verification (direct connect CCC- Corporate Cost Control)
- Hours worked on paycheck
- Employee benefits
 - FMLA
 - Insurance Claims/COBRA
 - Life and Disability Insurance
 - Insurance Enrollment/Changes
 - Vacation
 - Retirement (direct connect to Mass Mutual)
 - Scholarships/Tuition Reimbursement
 - Flex Spending Accounts
- Worker's Compensation/Safety
- Earnings Records, Deductions, Direct Deposit
 - W2s, W4s, Direct Deposit
 - Garnishments/Child Support
- Career Development
- Employee Relations (General workplace issues/policy clarification)
- Code of Conduct Issues (direct connect to Roundy's ReportLine)

While your manager may be the best place to get answers to many questions, HR Shared Services is being offered to support management and employees with timely responses. HR Shared Services hours are 8 a.m. to 4:30 p.m., Monday through Friday.

LEAVES**LEAVE OF ABSENCE**

Occasions may arise when you desire time off for personal reasons. At management discretion, after you have completed twelve (12) months of continuous service with Roundy's Supermarkets, Inc., you may be granted a personal leave of absence up to thirty (30) days for a non-qualified leave. The request must be in writing (Leave of Absence/Non-Paid Vacation request form). The request will be considered individually, taking into account business needs, your work record, attendance, and length of service and nature of request. A personal leave of absence is not for purposes of a medical leave or replacement of any other qualified health-related leave.

If ineligible for both FMLA and/or STD, employee may be eligible for an unpaid health leave for up to 30 days (subject to 30 day extension based on the circumstances generally up to 90 days) for the employee's own serious health condition. Medical documentation must be provided and duration of leave is subject to medical necessity.

Leave of absence policies will comply with all current Federal and State legislation. If a qualified leave (Family and Medical Leave Act or short-term disability) extends beyond six months your position and/or continued employment is not guaranteed. In addition, insurance will be discontinued and COBRA rights will be extended.

Any employee who accepts employment from another employer or becomes self-employed while on any leave is subject to immediate termination.

Any employee who desires insurance coverage on a qualified leave of absence may do so by making arrangements to pay the COBRA or applicable premium during the time on leave. For non-qualified leaves, your health benefits cancel as of the last day of the month in which your leave commences. At that time, you will be sent an offer for COBRA continuation coverage. For both qualified and non-qualified leaves, if premiums are not paid on a timely basis, your coverage will be canceled. Employees on leave shall not be entitled to holiday pay.

Personal LEAVE OF ABSENCE (NON-UNION)

Occasions may arise when you desire time off for personal reasons. At management discretion, after you have completed twelve (12) months of continuous service with Roundy's Supermarkets, Inc., you may be granted a personal leave of absence up to thirty (30) days for a non-qualified leave. The request must be in writing (Leave of Absence/Non-Paid Vacation request form). The request will be considered individually, taking into account business needs, your work record, attendance, and length of service and nature of request. A personal leave of absence is not for purposes of a medical leave or replacement of any other qualified health-related leave.

If ineligible for both FMLA and/or STD, employee may be eligible for an unpaid health leave for up to 30 days (subject to 30 day extension based on the circumstances generally up to 90 days) for the employee's own serious health condition. Medical documentation must be provided and duration of leave is subject to medical necessity.

Leave of absence policies will comply with all current Federal and State legislation. If a qualified leave (Family and Medical Leave Act or short-term disability) extends beyond six months your position and/or continued employment is not guaranteed. In addition, insurance will be discontinued and COBRA rights will be extended.

Any employee who accepts employment from another employer or becomes self-employed while on any leave is subject to immediate termination.

Any employee who desires insurance coverage on a qualified leave of absence may do so by making arrangements to pay the COBRA or applicable premium during the time on leave. For non-qualified leaves, your health benefits cancel as of the last day of the month in which your leave commences. At that time, you will be sent an offer for COBRA continuation coverage. For both qualified and non-

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qualified leaves, if premiums are not paid on a timely basis, your coverage will be canceled. Employees on leave shall not be entitled to holiday pay.

Leave of Absence Due to Your Own Injury or Illness

If you have an injury or illness that will cause you to miss more than three consecutive days from work you must apply for a leave of absence. Apply for a leave by calling the leave line at (877) 877-5420, and selecting option 2 and then option 1 from the automated menu. You must apply for a leave even if you are absent due to a work-related injury.

You must also apply for leave if you develop a medical condition that will cause you to regularly miss scheduled shifts or parts of scheduled shifts for the foreseeable future.

The leave process assures that your absences due to disability are not treated as casual absences, which could jeopardize your job.

FAMILY & MEDICAL LEAVE ACT

The Company complies with both the Federal Family and Medical Leave Act and applicable state Family and Medical Leave Acts. Any leave you take which qualifies as family leave or medical leave under these laws will deplete your leave entitlement under each law at the same time to the extent the two laws overlap. Leave under other Company policies that qualifies as FMLA leave, including, but not limited to, leave due to work-related injury or illness, will be used concurrently with FMLA leave. If you are not eligible for statutory leave, you use up your statutory leave, or you wish to take leave for a purpose that does not qualify for statutory leave, please consult the other leave policies of the Company to determine if other leave might be available to you.

The Federal Family and Medical Leave Act requires that the following general notice of federal rights be distributed to employees. Please refer to the Company's Family and Medical Leave policy. A complete copy of the Company's Family and Medical Leave policy and additional information regarding your rights and obligations under the Family and Medical Leave Acts is available in Employee Self Service under company policies.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

MILITARY LEAVE

Roundy's Supermarkets, Inc. recognizes the contributions and sacrifices made by individuals serving in the uniformed services. Employees who are members of the uniformed services who are absent from work due to service in the uniformed services will be granted a leave of absence up to a maximum period of five (5) years, except where such service is exempt by law from the five-year limitation. Advance notice of one's absence due to military service must be given to your supervisor, unless military necessity prevents such notice or such notice is otherwise impossible or unreasonable. A leave of absence under this section will normally be unpaid, except that if you have accrued, unused vacation, you may elect to receive vacation pay during such leave.

Service members seeking reemployment following a period of military service must return to work or apply for reemployment within the time limits specified under the Uniformed Services Employment and Reemployment Rights Act, as amended (USERRA), and implementing regulations. The time limits vary based upon the duration of the individual's military service, and may be extended in cases of hospitalization or disability in accordance with the federal rules.

Individuals absent for a period of service of 31 days or more must provide documentation showing that the application for reemployment is timely, the individual has not exceeded the five-year limitation (unless excused) and the individual was separated from service for non-disqualifying reasons – disqualifying reasons include a dishonorable or bad conduct discharge or separation from service under conditions other than honorable.

Reemployed service members will be credited with length of service and all rights and benefits based upon that length of service that they would have attained with reasonable certainty had they remained continuously employed.

OUR STORE AND PREMISES

As an employee, you need to know about access and the applicable rules for the following areas:

Break Room

Coat racks will be provided for your coats and jackets. If you purchase your snack or meal at the store, keep the receipt handy until you're done eating. Remember, the break room is used by all employees, so please do your part in keeping it clean and neat.

Rest Rooms

Please maintain these in a neat, sanitary manner and notify the person responsible for upkeep if there are any problems to take care of.

Lockers

Lockers are for your personal use and you'll need to provide your own padlock. You should store your lunch or other items in your locker because personal belongings cannot be taken to a work area. Please don't store valuable items in your locker, as the company will not be responsible for any personal property that is destroyed, lost or stolen from its premises. Management reserves the right to inspect all lockers

Parking Lot

Our customers come first, so employees are asked to use the spaces at a distance from the entrances. Check with your Store Director to discuss the parking policy if you have questions.

Employee Entrance/Exit

All employees must enter and exit through customer entrances of the store.

Smoking

To promote a safe and healthy work environment and to provide a sense of wholesomeness to our customers, the company has restricted smoking (Tobacco and Electronic Cigarettes) to employee private vehicles parked on company owned or leased premises only. Smoking is permitted, during regularly scheduled breaks and lunch periods only.

Employees are not allowed to leave the company premises while on paid breaks. Employees are allowed to leave the company premises if off the clock and on unpaid lunch/meal periods.

In detail:

- Smoking is prohibited inside all company owned or leased premises
- There is no smoking outside on all company owned or leased premises, including front, side or rear of the building, sidewalks and company parking lots
- Tobacco use is allowed only in an employee's personal vehicle parked on company owned or leased premises
- Employees should not loiter near neighboring property or discard litter in a way that negatively reflects on the store.

Tobacco Cessation Resources

The company is committed to supporting employees interested in becoming tobacco free. Employees who have Roundy's health insurance can obtain assistance by participating in a tobacco cessation program. Quit For Life® is available by calling 1.866.QUIT.4.LIFE (1.866.784.8454) or online at www.quitnow.net/roundys.

All employees can utilize the Employee Assistance Program – Empathia Life Matters by calling toll free 1.800.634.6433 or online at www.mylifematters.com.

Customer smoking in the store is against many city regulations and is against company policy. If a customer is smoking in your store, you must inform him/her of the ordinances or policy. You should say, "I'm sorry sir/madam, but smoking in the store is against store policy."

Personal Phone Calls

The large volume of store business transacted by phone necessitates the restriction of employee telephone usage; however, you may place or receive emergency phone calls with the store phone. An emergency is regarded as an illness or injury to a family member, changed plans regarding your work schedule, extreme weather conditions and other serious or unforeseen occurrences.

The company recognizes that, occasionally, personal calls of a non-emergency nature must be made or received. These calls should be kept to a minimum and calls must be made while punched out for lunch or break. Employees should never charge calls to the company.

The use or possession of personal cellular phones and pagers (phone calls, texting, and accessing internet/email) is restricted to designated break areas of the store and only while off the clock. In order to provide the best personal service to our customers, you should not have your cell phone or pager while on the clock in your work area. Personal cell phones and pagers should be stored in your locker when not in use.

Visitors

You will most likely see many friends and family members who are shopping our store while you're working. By all means say hello and welcome them to our store, but keep in mind that personal visits should not take place during your working hours. Let them know you won't be able to stop work to talk with them about personal business. In case of an emergency, when you need to leave your work

area for a few minutes, see the Manager on Duty for permission to avoid any lapses in customer service.

Keeping a Drug-Free Workplace

Consistent with our commitment to a safe and healthy work place, we have established the Substance Abuse policy regarding drug and alcohol abuse.

While the company has no intention of regulating the private lives of its employees, we do expect employees to report for work in condition to perform their duties. We also recognize that employees' involvement with alcohol and drugs both on the job and off the job may have an adverse impact on workplace productivity, morale and safety, customer safety, and the health and safety of the user. Reporting to work under the influence can cause accidents and injuries and slow production. Repeated use away from the job can contribute to excessive absenteeism and tardiness.

Our Substance Abuse Policy, includes provisions for drug and alcohol testing under certain circumstances. All employees will receive instruction and education addressing the components and application of the policy, the effects and consequences of substance abuse on personal health, safety, and work environment and manifestations and behavioral causes that indicate use or abuse. Please refer to the Retail Stores Substance Abuse Policy. A copy of the Synopsis of Retail Stores Substance Abuse Policy is posted in the glass enclosed bulletin board at your store. A complete copy of the Retail Stores Substance Abuse Policy is available in Employee Self Service under company policies.

Uniform, Dress Code And Personal Hygiene

In any public contact profession, including the retail business, personal appearance is an important factor because employees represent the company to its customers. A well-groomed employee immediately makes a good impression to the customer and demonstrates a concern for cleanliness and sanitary handling of food items throughout the store. Standards governing cleanliness, grooming and appropriate attire are outlined in the Uniform and Dress Code Guidelines. Only employees in compliance with the dress code will be able to work. Please refer to the Retail Dress Code Guidelines and Uniform Guidelines. A complete copy of the Dress Code Guidelines and Uniform Guidelines are available on Employee Self Service under company policies. They are also posted in the glass enclosed bulletin boards at your store.

Your Name Badge/Timekeeping

A name badge will be issued to you and must be worn during all working hours. In addition, a Kronos name badge will be issued which serves as your tool to clock in and out of the timekeeping system. All badges should be maintained in a neat manner with no additional decoration. If you lose or damage your badges, contact your supervisor or Store Director for a replacement at a fee.

Should You Encounter Harassment

We are committed to providing a professional work environment where individuals are treated with courtesy, respect and dignity. As part of this commitment, the company will not tolerate any form of harassment, verbal, written, or physical, with regard to any individual's sex, sexual orientation or gender identity, race, religion, national origin, disability, age, or other similar personal characteristic.

Harassment may take the form of a single incident or a pattern of behaviors. Either way, the defining quality of harassment is that its purpose or effect is to create a hostile, offensive or intimidating work environment, or to otherwise affect the terms and conditions of someone's employment. Some examples of harassment include (but are not limited to):

- Derogatory racial, ethnic, religious, age, or gender-based, including sexually-oriented or explicit, jokes, comments, language, materials or actions;
- Unwelcome sexual advances or unwelcome physical contact such as touching, pinching, brushing against another's body or coerced sexual intercourse or contact;

- Requests for sexual “favors”, particularly when such a request is used as a condition of employment or as the basis for employment decisions such as hiring, promotion or compensation.

What to do if You Encounter Harassment

No employee should tolerate harassment, whether directed at oneself or another employee. Communicating with an individual whose behavior you feel is offending you can have a positive effect if you are comfortable doing so. If you encounter harassment, you should report it immediately to the Vice President of Area Operations or to the Group Vice President, Chief Human Resource Officer, who has the ultimate responsibility for investigating, or arranging for an appropriate investigation, and taking appropriate action. Please call the Human Resources Department at 414-231-5000 or the Roundy's ReportLine at 1-800-880-9016 to report any harassment.

All complaints of any kind will be reported to the Group Vice President, Chief Human Resource Officer and investigated immediately. Swift and appropriate action will be taken to stop and remedy the harassment, including disciplinary action against any employee found in violation of this policy, up to and including discharge.

The investigation will be handled confidentially. The company also prohibits retaliation against any individual for reporting harassment, or for participating in the investigation of a harassment complaint, but takes knowingly false claims of harassment very seriously.

Please refer to the Company's Harassment Policy. A complete copy of the Harassment Policy is available on Employee Self Service under company policies. The policy is also posted in the glass enclosed bulletin boards at your store.

Preventing Violence in the Workplace

We are committed to providing you with a work environment that is free from intimidation, threats and violence. You can help maintain the security of your workplace by identifying and reporting incidents of unacceptable behavior whether directed at you, your co-workers or others. Such behavior includes, but is not limited to, intimidation, threatening or hostile behavior, physical abuse, fighting, vandalism, arson, sabotage, use of weapons, carrying weapons of any kind in to company facilities, or any other act that jeopardizes physical or emotional well-being. In addition, jokes or offensive comments regarding violent events should be reported.

If you feel you have been subjected to any of the behaviors listed above or if you observe or have any knowledge of that behavior, immediately report the incident to your supervisor, Store Director or your Vice President of Area Operations. All complaints will be investigated and appropriate disciplinary action will be taken. Please refer to the Company's Violence in the Workplace policy. A complete copy of the Violence in the Workplace Policy is available on Employee Self Service under company policies. The policy is also posted in the glass enclosed bulletin boards at your store.

Our Position on Accepting Gifts and Premiums

Our business decisions are made entirely on the basis of merit, after close and careful analysis. If you receive a gift or are asked to accept a gift from anyone outside of our company with which we do business or have the potential to do business, promptly contact your supervisor. If you have any questions regarding our Gift and Premium policy, please contact your Store Director or Vice President of Area Operations. Please refer to the Company's Code of Business Conduct, Premium Acceptance, Recording and Disposal Procedure Policy, Confidentiality of Vendor/Supplier Information and Promotional Activities and Sweepstakes Policy. A complete copy of the Code of Business Conduct, Premium Acceptance, Recording and Disposal Procedure Policy, Confidentiality of Vendor/Supplier Information and Promotional Activities and Sweepstakes Policy are available in Employee Self Service under company policies.

Secure Handling of Gift Cards, Employee Contests and Promotions

At times, employees may have to handle returned or unusable gift cards, gift cards from vendors, sweepstake payouts, or make requests for gift cards for special events. Because these are considered cash, there are rules for the proper handling of each item. Please refer to Roundy's and Third Party Gift Cards, Employee Contests and Promotional Activities and Sweepstakes. A complete copy of the Roundy's and Third Party Gift Cards, Employee Contests and Promotional Activities and Sweepstakes policy is available in Employee Self Service under company policies. The policy is also posted in the glass enclosed bulletin boards at your store.

Alcoholic Beverages at Company Functions

The company expects all employees to exercise moderation and good judgment when consuming alcohol in a business setting. Company rules prohibit free or subsidized alcoholic beverages at any company-sponsored employee or customer event except for certain preapproved events. This policy does not preclude employees from participating in events at which alcoholic beverages are purchased by them or provided by others. Please refer to the Company's Alcoholic Beverages and Company Functions Policy. A complete copy of the company Alcoholic Beverages and Company Functions Policy is available in Employee Self Service under company policies.

Consumption of Alcoholic Beverages

The consumption of alcoholic beverages during working hours and during break and meal periods, or presenting for work under the influence of alcohol, is strictly prohibited.

No employee may remain on the premises after work hours and consume alcoholic beverages in identifiable Company dress code. No employee may enter or remain on the premises while the employee's behavior is so affected by alcohol so as to endanger the health and safety of that employee or any other person. Employees who are off duty and in street clothes will have the opportunity to purchase alcoholic beverages from our stores as long as they are of legal age to do so.

Honesty and Integrity

As you join the company, we trust that your honesty and integrity are of the highest level. We are certain these traits will serve you well throughout your lifetime.

Should you observe another employee engaged in dishonest or criminal activity on company premises, it becomes your responsibility to advise the company of this incident through your supervisor or you can report it via Roundy's third party ReportLine at 1-800-880-9016.

Company property, equipment or supplies are not to be removed from the company premises by any employee without permission to do so from the Store Director.

In performance of your job you may be exposed to confidential information about our business, health information or other employees. You are expected to keep such information strictly confidential. Disclosure of any sensitive information may cause harm to others or jeopardize the success of our company. Please refer to the Company's Code of Business Conduct and Health Information Privacy Policy. A complete copy of the policies is available in Employee Self Service under company policies.

If employees jeopardize their careers through dishonest acts or disclosure of confidential information, a full investigation will be conducted using all necessary resources legally available in order to protect the rights of innocent employees and to resolve the issue. In addition restitution will be required and prosecution is possible.

Also, any employee who has a pending criminal charge may be suspended without pay until resolution if the charge primarily relates to circumstances of the employee's job. An employee convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the particular job or activity, are subject to termination.

Employee Assistance Program Helps with Life Matters

The company offers a free assistance service to all employees and immediate family members through Empathia, Inc., an employee assistance program that provides a range of advice and counseling services:

Telephone and face to face counseling services:

For stress, depression, personal problems, balancing work, personal needs, family and relationship concerns and alcohol or drug dependency.

Financial consultation and resources:

Set up a budget, obtain and review credit report information and assist with debt management.

Legal consultation:

Consumer traffic law, traffic citations and minor accidents, family law and estate planning.

Online counselor assisted searches:

Child and elder care resources and guidance and online calculators for a variety of analytical questions and needs.

LifeMatters is accessible by phone or internet. It's free; confidential; and available-24 hours a day, seven days a week. To get help or advice, call 1-800-634-6433 or access: mylifematters.com (Select "access member resources" and enter RDY1 as the company password.)

Mother's Room

A private space will be secured for mothers expressing milk. Please contact the Store Director to make arrangements.

Making In-Store Purchases

As a grocer, we have policies in place that advise employees how to purchase and consume our products in the store. Refer to the Retail Employee Purchase Policy. A complete copy of the Retail Employee Purchase Policy is available in Employee Self Service under company policies. A copy of the Retail Employee Purchase Policy is posted in the glass enclosed bulletin board at your store.

Sampling in Store

Various departments frequently provide food samples for our customers. These samples are offered to encourage customers to purchase our products. Vendor sampling is permitted by employees in moderation; to familiarize themselves with our products and make recommendations to our customers. Employee sampling is only allowed during break or lunch times, not during work hours. Employees that do sample product are responsible for giving feedback to the specific manager on how they liked the product.

Using Company Electronic Communication Equipment

Our electronic communications systems—computers, e-mail, telephones, voice mail, fax machines, external electronic bulletin boards, wire services, on-line services, the Internet and the World Wide Web— are designed for business purposes only.

Electronic communications systems are company assets. The company reserves the right to monitor its electronic systems and information systems and update its security policy and standards at any time. Personal use of these systems is not permitted. Employees provided with access to electronic communications should use discretion and professionalism when sending messages. Confidential matters should be marked appropriately and/or sent only via hard copy, where appropriate. Employees are asked to instruct friends and acquaintances to refrain from sending electronic communications to you through company systems. Please refer to the Company's Electronic Communications Usage Policy, Synopsis of the Company's Information Systems and Security Policy and Standards. A complete copy of the Electronic Communications Usage Policy, Synopsis of the

Company's Information Systems and Security Policy and Standards is available in Employee Self Service under company policies,

Blogs & Social Networking

Roundy's Supermarkets, Inc. and its subsidiaries understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To protect Roundy's Supermarkets, Inc. interests, we have established guidelines set forth in Reference N to assist you in making responsible decisions about your use of social media as it affects Roundy's Supermarkets, Inc. and its subsidiaries. Please refer to the Company's Blogs & Social Networking Sites. A complete copy of the Blogs & Social Networking Policy is available in Employee Self Service under company policies.

Requesting Expense Reimbursement

All requests for expense reimbursements must be submitted on an "Employee Expense Report." Please refer to the Corporate Business Expense Reimbursement policy on your bulletin board. Please refer to the Company's Expense Reimbursement Policy. A complete copy of the Expense Reimbursement Policy is available in Employee Self Service under company policies.

Management Counseling for Counseling Issues

When an employee is struggling to meet job requirements or is not compliant with company policy, that employee will be counseled by management. The company has established guidelines for counseling and employees should be aware of the consequences in the event performance standards are not met or basic work rules are not followed. Please refer to the Retail Guidelines for Counseling. A complete copy of the Guidelines for Counseling is available in Employee Self Service under company policies. The Guidelines for Counseling is posted in the glass enclosed bulletin board at your store.

Promotions and Opportunities

The company is proud of its tradition of promoting from within. Naturally, promotion to a position of higher responsibility depends upon a number of factors, including past performance, current job knowledge and ability to accept increased job responsibility. Vacancies in all non-salaried full-time retail positions will be posted in the glass enclosed bulletin board for seven full days. Employees may apply for the position by submitting an "Internal Candidate Application" form. Complete guidelines for the job opportunity program are available through in Employee Self Service, in the Career Center.

Education Assistance Plan

We want your career at Mariano's to provide opportunities for professional growth. In order to help you achieve this growth, we offer tuition reimbursement for educational opportunities through accredited technical schools, colleges and/or universities. To qualify for tuition reimbursement, you must:

- Be a regular full-time hourly or salaried employee.
- Be "meeting expectations" of your present job.
- Have one year of continuous service with the company before the course of study begins.

Employees meeting these conditions will be eligible for reimbursement for costs of tuition, reasonable fees and required textbooks (excluding reference materials), according to the following:

- Hourly regular full time employees: Maximum of \$1,000 per calendar year

Plan Guidelines

An educational course or program must be directly related to your present position or enhance your potential for advancement within the company to a position reasonably attainable.

Educational courses or programs must be scheduled outside your regular working hours and all work required by the course or program must be completed on your own time.

Each educational course or program must be applied for separately and will be evaluated on its individual merits. As not all required courses may pertain to your work, we can't commit to providing reimbursement for all courses leading to the completion of a degree.

Reimbursement

Employees will be reimbursed for the cost of educational courses and programs that meet the following requirements:

- Employees will receive 100% reimbursement for qualified expenses with a grade of a "B" or better.
- Employees will receive 66 2/3 % reimbursement for qualified expenses with a grade of "C."
- Employees will receive no reimbursement for grades below "C."
- An employee's immediate manager is responsible for approving applications for and the coordination of reimbursement of costs associated with this program.
- To be considered for reimbursement, employees must obtain approval prior to course enrollment.
- Proof of payment(s) and transcripts are required prior to reimbursement.
- Other benefits received under an education grant, scholarship, or the GI Bill must be disclosed on the reimbursement form.

In order to participate in the Educational Assistance Plan, you may contact the Human Resources Department for specific details. Please refer to the Company's Education Assistance Policy. A complete copy of the Education Assistance Policy is available in Employee Self Service under company policies.

Insider Trading Policy

Because our parent company, Roundy's, Inc. is a publicly traded company, each employee is subject to certain restrictions pertaining to purchase or sale of stock issued by our parent company or certain other companies with which we have a relationship. Please refer to the Company's Insider Trading Policy. A complete copy of the Insider Trading Policy is available in Employee Self Service under company policies.

Outside Employment

Our compensation philosophy is to pay competitive and equitable wages. Therefore, we discourage any of our employees from moonlighting—accepting jobs in addition to your work here. Although we can't prevent anyone from working a second job, we do insist that any secondary position must not involve any actual or apparent conflict or potential conflict of interest with our company or interfere with your performance on the job. This includes any scheduled work hours and non-scheduled hours. If you have any questions, please contact your Store Director or Vice President of Area Operations. Please refer to the Company's Code of Business Conduct. The Code of Business Conduct Policy is available in Employee Self Service under company policies.

Should an employee find it necessary to secure a second job and considers accepting employment with an affiliated supplier, certain considerations apply. Please refer to the Company's Code of Business Conduct. The Code of Business Conduct Policy is available in Employee Self Service under company policies.. A copy of the Summary of Code of Business is posted in the glass enclosed bulletin board at your store.

Employment of Relatives/Significant Others

While the company does have family members working at the same store, there are several circumstances where it is against business practice:

- where one close relative would supervise the work of the other
- where one close relative would review or process the work of the other

- where one close relative would be permitted access to the personnel, payroll, benefit or disciplinary records of the other or be permitted to occupy a position which has access to information confidential to the company where the communication of that confidential information to the other may be detrimental to the best interest of the company.

Refer to the Company's Nepotism/Employment of Relatives/Significant Others policy for additional information. A complete copy of the Nepotism/Employment of Relatives/Significant Others policy is available in Employee Self Service under company policies.

The provisions of this policy will apply when two employees marry/cohabitate or date. When the relationship causes an infraction of this policy, the marrying/cohabitating/dating employees will determine which person will transfer to another position/work area or terminate employment.

In cases where married/cohabitating/dating employees cannot reach a mutual agreement, the employee with less total service will transfer or terminate employment within ninety (90) days from the date of marriage/cohabitating/dating.

Employment Verification Requests

Whether an employee is applying for a loan, renting an apartment or purchasing a car, proof of employment and income may be necessary. This is not done at the store, but with a third party organization called CCC Verify. The CCC Verify can be accessed 24 hours a day, seven days a week for secure and convenient verification.

CCC Verify is the third-party administrator **Roundy's Supermarkets** uses to fulfill requests for income and employment information. **CCC Verify** can provide proof of employment and/or income when securing financing, leasing an apartment, providing information to government agencies, etc. In addition, Roundy's associates have access to and control of their own information.

What is CC Verify?

Many businesses, such as banks, credit card companies, leasing agents and prospective employers, have the need to confirm employment and/or income for **Roundy's** employees.

CCC Verify is an online service **Roundy's** uses to provide this verification of employment and/or income. **CCC Verify** allows businesses to confirm employment and/or income to process loan applications, screen potential job applicants, and confirm government assistance eligibility.

For Roundy's Associates:

CCC Verify can be accessed online at www.cccverify.com.

Roundy's associates are not charged for this service and can receive one free report annually

1. From your Internet browser, go to www.cccverify.com.
2. Click the Employee icon.
 - Enter the one-time requested information to setup a personal account.
 - Security code is the last 4 digits of your Social Security Number plus MMDD of your birth

From the main menu, you can:

- Authorize or pre-authorize requestors to purchase verification reports.
- View requestor activity to see who has accessed your employment and income information for the past two years.
- View your free, annual employment verification report to confirm accuracy and dispute potentially inaccurate information.

- Configure your account to block your information from non-governmental requestors, request system alerts, and modify user profile information.

Only businesses that have received your authorization or completed a process that confirms they are a legitimate business and have a valid reason as defined by the Fair Credit Reporting Act can view employment and income information through CCC Verify.

Go to www.cccverify.com

E-mail verifications@corporatecostcontrol.com

Call 855-901-3099

Fax 614-495-0225

Mailing Address:

CCC Verify

50 Nashua Road

Londonderry, NH 03053

Personnel Records

All information contained in your personnel file will remain confidential. You have the right to inspect your personnel file and may do so provided you submit a written request at least seven (7) days before the date on which you wish to inspect your file. Inspection requests must be submitted to your Area Human Resources Director who will make the file available to you for review. You may be asked to pay a reasonable fee for copies of documents that you wish to have made.

If you request payroll information from the payroll department, there will be a five (5)-business day turn-around time.

Personal Information Changes

It is the responsibility of each employee to keep all personal data current via Employee Self Service. It is important that personal data such as your address, telephone number, emergency contact, marital status, number of dependents, life insurance beneficiary, 401(k) beneficiary and tax withholding information be kept accurate and up to date. If you need assistance, please contact HR Shared Services at 1-877-877-5420 or 414-231-7300.

CONCERN FOR YOUR SAFETY AND HEALTH

Worker's Compensation

In the event you are injured at work, we will pay for the medical care related to your injury and we will pay disability benefits if you are unable to perform available work. We will also compensate you for permanent disability if you do not fully recover from a work injury. If you are unable to return to the same job you held before your injury we will try to find you another job with the company. If this is not possible we will help you find a job with another employer.

These benefits are made available through a program called workers' compensation. Workers' Compensation is administered by a firm hired by the company, but the full cost of the program is paid by the company.

You must report all work-related injuries immediately to the Store Director or Manager on Duty. If you need immediate care we will make arrangements for you to visit a clinic. If you need ongoing medical attention, it is your responsibility to keep the store informed of your status. You must bring in to the store all paperwork given to you by your medical provider that lists work restrictions or keeps you off work.

It is our goal to return you to work as soon as possible if you are injured on the job, even if it is in a temporary transitional assignment. A transitional assignment may not be available in all cases due to the nature of the work restrictions and the availability of work. The Store Director and Area Human Resources Director will review the restrictions and will determine if you can return to work in a transitional assignment. In providing transitional work, it is the company's intent to facilitate recovery and reduce the time away from work. The cost of workers' compensation has to be built into the prices we charge our customers and this affects the job security of all employees if we are unable to keep our prices competitive. For this reason, the company investigates all claims for worker's compensation to make certain that we pay only the cost necessary to compensate employees and help them recover from work injuries.

If you are injured on the store will provide you with answers to frequently asked questions and contact information for the people who handle claims for the company. The claim representative listed on the forms you are provided should be the main contact regarding your claim. If you have trouble contacting your claim representative or have issues that your claim representative cannot resolve, call the Risk Management Department at (414) 231-5838.

All correspondence, update reports, or medical bills must be given to your Store Director or Service Operations Manager.

General Safety Rules

All employees are expected to work in a safe manner and observe proper safety procedures as presented in the following safety rules and in other safety training. These rules are designed for the protection of both customers and employees to prevent injuries and reduce the cost of accidents. Job safety is everyone's responsibility and risky behavior is cause for discipline. We are committed to providing all employees a safe working environment

Any hazards, unsafe conditions/equipment, or unsafe activities are to be corrected as soon as possible. All improperly functioning equipment and unsafe conditions should be reported to your supervisor for immediate action.

Do not use any equipment that is in need of repair, especially equipment that is labeled with a tag stating it should not be tampered with or that is missing guard or other safety features. Equipment

that is designed so that it will not operate without proper guards should never be rigged to operate without the proper guards.

Accidents to customers or accidents to employees that involve any type of injury must be reported immediately to the Store Director or Manager on Duty. An accident report must be completed on every injury regardless of the severity. Contact the Manager on Duty to report the accident.

First aid must be obtained immediately after a cut, scratch or similar injury in order to prevent infection.

Caps on bleach bottles and other chemicals are to be tightened at the checkout.

No storage of any kind is permitted on steps or stairs. Loose stair treads or handrails are to be reported immediately to the Manager on Duty.

Keep floors safe. Slips and falls on the floor are the leading cause of customer and employee injuries. All employees are expected to inspect floors as they work. This includes all floors you travel across, even if they are outside your normal working area. All moisture, scraps and foreign matter on the floor must be cleaned up immediately. If a large spill will take a while to clean up, warnings signs must be placed around the spill so that customers and employees are aware of it. Employees are to pay particular attention to this in the produce sales area and around the front entrances and checkouts. If you bring in carts, be sure to check mats every time you push carts over them. Carts often cause bulges in mats that lead to customer falls.

Employees must never engage in any type of horseplay, such as shoving or pushing other persons or throwing or tossing product, or sliding product down the sales floor, etc. Misuse of powered equipment is strictly prohibited. Employees found intentionally damaging product or other company property will be subject to discipline up to and including discharge.

Use proper lifting techniques. Lift with your legs, not your back. Get help when lifting a heavy load. Box cutter blades must be retracted when operation is completed. Open box cutters should never be left unguarded by the operator anywhere in the store. All used box cutter blades must be disposed of properly to prevent injury.

Knives and tools should be returned to the proper rack when not in use and are not to be left on tables or ledges.

All guards and safety devices must be kept in place and never bypassed when operating equipment. Such guards and safety devices may only be removed or deactivated during periods of repair or cleaning, and only when other prescribed safety precautions are in place, e.g., de-energizing by unplugging and/or lockout/tag out or personal protective equipment.

Personnel must be at least 18 years of age to operate, dismantle, assemble, clean, adjust, load or unload any powered equipment including but not limited to compactors, balers, slicers, cutters, cubers, saws, grinders, and powered industrial trucks (including fuel or electrically powered pallet jacks, straddle stackers, and forklifts.)

Respond Immediately to Customer Accidents

Occasionally a customer accident can lead to a serious injury. Sometimes the severity of an injury is not clear, so we must treat all customer injuries as potentially serious. In case of an accident, follow these steps. First, make sure the customer is secure. If the customer is disoriented make sure they are seated or laying so they cannot injure themselves more severely. Then, notify a member of management at once. If another employee is nearby send that employee to notify a manager and stay with the injured visitor. If no other employee is around leave the visitor until you can find another employee or a

manager. Return to the scene of the injury once you are certain a manager has been notified or that another employee is on the way to notify a manager. The management team in your store is trained to respond with first aid and are the only individuals designated to respond to emergency situations. You should not move the injured customer. You should be courteous, empathetic and helpful. If there is a clear hazard, such as a puddle on the floor, secure the area to prevent further injury and potential exposure to blood or other bodily fluids. Be sure you or someone detains any witnesses until management arrives. DO NOT accept any responsibility for the store or create the impression that the store was at fault. Make no statement that the company, or its insurance carrier will pay the bills. Always let management handle all of the details.

OSHA

The Occupational Safety and Health Act of 1970 created the Occupational Safety and Health Administration (OSHA) within the Department of Labor. OSHA encourages employers to increase safety awareness and follow guidelines relating to the safety of all workers.

OSHA Written Program Manual

The **OSHA Written Program Manual** is located in the "Right to Know" Center in each store. It contains Hazard Communication standards including the material safety data sheets that list all hazardous chemicals that are used at your store. It also contains other written compliance programs that may be necessary, including the written program for Blood borne Pathogens, Lockout/Tag out Policy (if necessary), Emergency Response, Confined Spaces (if necessary), and Powered Industrial Trucks.

Please familiarize yourself with all OSHA policies and guidelines outlined in the **OSHA Written Program Manual**.

Chemical Usage/Hazard Communication Policy

The Hazard Communication policy has been designated to ensure that:

- Hazardous substances present in the work place are identified and labeled.
- Employees have access to information on the hazards of these substances.
- Employees are given information on how to prevent injury or illness due to chemical exposure.

Identification and information relating to chemicals in your work environment can be found in the **OSHA Written Program Manual** in the "Right to Know" center. The information is outlined on Material Safety Data Sheets (MSDS).

The MSDS are in place to inform all employees that come in contact with chemicals of the potential hazards associated with these chemicals.

During your initial orientation and training in the store, you will be properly trained on chemical usage within your work area. If any new chemicals are introduced into the work environment or you are assigned new job tasks you will be properly trained on the chemicals within your work area.

It is the responsibility of all employees to use the chemicals in accordance with the instructions and in a safe manner. Proper use of chemicals, including use of prescribed personal protective equipment, will prevent injury and illness.

First Aid Treatment/Blood borne Pathogens Policy

The company has developed a Blood borne Pathogen Written Program or Exposure Control Plan (ECP) to effectively handle situations where employees may be exposed to blood or other potentially infectious bodily fluids. Only trained, authorized personnel are permitted to clean up blood or other bodily fluids or render first aid. Other employees are to avoid situations that could lead to contact with

blood or other bodily fluid. The ECP is located in the "Right to Know" Center along with a copy of the Blood borne Pathogen Standard and is available for review by all employees.

According to the guidelines outlined in the ECP, designated employees have been trained to respond to first aid/emergency situations. These employees have also been trained in proper procedures to handle blood and other potentially infectious bodily fluid spills.

If employees witness or are involved in any situation where blood or bodily fluids are present, it is mandatory that they contact one of the designated first aid responders. The first aid responders are classified according to job title and they include: Store Directors and the entire management team.

Employees that are not designated first aid responders, according to the ECP, are not authorized to clean up any blood or bodily fluid spills. While this standard does not specifically include the janitorial activities in a restroom, personnel cleaning the restrooms should always wear vinyl gloves, and if contact with blood or other bodily fluids is anticipated, the Manager on Duty should be consulted.

If employees have any specific questions regarding the Blood borne Pathogen Standard or the Exposure Control Plan, they should contact their Store Director.

Powered Industrial Trucks (PITs)

Only authorized, trained, and certified personnel may use the power jack, straddle stacker, forklift or any other powered industrial truck. Personnel must be at least 18 years of age to operate any powered industrial trucks. All other persons are prohibited from operating PITs.

All power equipment is to be kept off the sales floor. Use only hand jacks or wheeled carts for moving merchandise on the sales floor. Work with double stacked pallets when the store is less active, such as third shift. If it becomes necessary to operate power equipment (especially the forklift) on the sales floor, a spotter must be assigned to ensure the safety of employees and customers. (This may be done only with the approval of the Manager on Duty.)

Lockout/Tagout Policy

The purpose of the Lockout/Tagout policy is to prevent injury or death as a result of unexpected energizing of machines/equipment during servicing, cleaning, or maintenance. You should be aware of this policy to ensure that all potentially hazardous energy is locked out before any employee's service or perform maintenance on the equipment within your work area.

When locks or tags on equipment or switches are encountered, they are not to be touched, removed, or tampered with in any way, nor is the switch or the equipment so tagged to be turned on or otherwise energized.

At no time is any equipment to be cleaned, adjusted or handled in any manner other than the way it was originally intended to be used. Never service or clean any equipment without first disconnecting it from the power source.

Compactors

Compactors are a form of power equipment used in the store to compact cardboard and or garbage. The state Department of Labor, which governs the actions of minors in the workplace, mandates that you be at least 18 years old to operate the store compactor. Operating the compactors includes placing refuse in the compactor, operating the power buttons, as well as any other function relating to the compactor. If the compactor becomes obstructed, report this to your Store Director. To prevent

the compactor from becoming obstructed, it must be operated frequently. Always follow the proper LOCKOUT procedures to prevent the equipment from energizing unexpectedly prior to removing any obstructions. No person shall climb into the compactor at any time. Your safety is of the utmost importance.

Fire Extinguishers

Fire extinguishers are located in several areas throughout the store. You should become familiar with where they are located. Refer to the store's emergency evacuation map for the floor plan outlining the location of the fire extinguishers.

In the event that a fire does occur, the first and immediate responsibility is to notify management and to be certain that the fire department is called. Regardless of the size of a fire, the fire department is to be summoned immediately. Fire extinguishers should be used by employees to fight small incipient (beginning) stage fires only. If the building becomes involved in the fire, or if the fire is not immediately controllable, all employees and customers are to evacuate according to the emergency plan.

Fire extinguishers, sprinkler valves and emergency exits must be kept clear of obstructions at all times.

Protection of Food Product

The protection of food product in our store is critically important to the health, safety, and satisfaction of our customers. Every employee has an obligation to assure that product is protected from abuse and contamination. Employees in food preparation departments will receive specialized training on food protection.

However, the following are general rules to help protect food.

- Keep doors closed to prevent the entry of rodents and insects into the store.
- Keep food properly covered to prevent airborne contamination from entering the food.
- Do not permit food, even wrapped food, to remain under stairs or sources of overhead leakage or condensation.
- Keep perishable food under required refrigeration temperatures. **Never allow such product to remain out of coolers.**
- **Use good personal hygiene and wash hands frequently throughout the workday. If handling food, wash hands whenever they may have become contaminated.**

Regulatory Inspection

If at any time employees encounter inspectors in the store or approached by inspectors to conduct an inspection, they are to advise the inspector that they are not authorized to permit such an inspection and that the only person that can authorize an inspection is the Manager on Duty.

EMPLOYMENT SEPARATION

Resignation

Should you decide to separate your employment we would appreciate receiving notice two (2) weeks in advance. Please notify your supervisor in writing. All Company property must be returned to your supervisor prior to your separation.

The Company, at its discretion, may immediately terminate an employee who accepts a job to work for a competing company. You will be paid for your last day worked and any remaining vacation you are entitled to.

If you have any questions regarding your benefits (i.e. health insurance, 401(k), etc.), please contact the Human Resources Department.

Although your employment has ended, it may be necessary for us to correspond with you (e.g. W-2's, retirement information). Please notify the Human Resources Department of any change in your mailing address.

Any future requests by prospective employers for information regarding your employment should be directed to www.cccverify.com.

Let us take this opportunity to thank you for the time you have spent with us and extend our best wishes for the future.

Notice of Retirement

When you plan to retire you should be aware of the retirement benefits to which you may be entitled. Please inform your supervisor of your intentions at least forty five (45) days prior to your retirement date. Questions regarding your retirement benefits should be directed to the Human Resources Department or www.massmutual.com.

HANDBOOK CHANGES

Right to Amend

This handbook contains the policies and procedures of the company in outline form only. The company may find it necessary to add, delete, or amend the rules and benefits provided in this handbook. Employees should feel free to contact their Store Director or any member of management with questions concerning the contents of this handbook.

ACKNOWLEDGEMENT FORM

I have received a copy of the Mariano's Employee Handbook. I have read and I understand the contents. To the extent that I do not understand the contents of the Handbook, I acknowledge that it is my responsibility to ask questions about anything I do not understand.

I understand that it is my responsibility to abide by all Company rules and regulations as set forth in the Handbook, and/or rules and regulations that Mariano's may otherwise establish. I understand that part of my job is to give all customers courteous, cheerful, and considerate treatment. I further understand and acknowledge that the Handbook is not, nor is it intended to constitute, an employment contract of any kind. I also understand that the contents of the Handbook may be changed by Mariano's at any time, with or without notice.

I understand that employees who are members of a bargaining unit covered by a collective bargaining agreement have other personnel policies and practices contained in the collective bargaining agreement that, if a conflict exists, supersede this Employee Handbook.

Employee Name (Please Print)

Employee Signature

Date

Company Representative
(Please Print)

Company Representative Signature

Date

For Union Employee

EXHIBIT C

From: Joosten, Henricus <henricus.joosten@kroger.com>

Sent: Friday, December 9, 2022 6:24 AM

To: Flesher, Lindsay <lindsay.flesher@Roundys.com>

Subject: RE: Brandon Rudolph-Kimble

HARASSMENT_ILLINOIS ONLINE (1-2020-02-10 20:31:00.0)	Harassment Training for Illinois Associates	Completed
--	---	-----------

Completion Date:

:

2/11/2022

[View Details](#)

[View Object Details](#)

AWARENESS_INCLUSION_TRN ONLINE (1-2020-12-23 20:53:00.0)	Inclusion and Belonging Training	Completed
--	----------------------------------	-----------

Completion Date:

:

2/8/2022

[View Details](#)

[View Object Details](#)

Retail_Acknowledgments2 ONLINE (1-2018-04-11 12:10:07.0)	Retail Hourly Handbook Acknowledgements	Completed
--	---	-----------

Completion Date:

:

2/11/2022

[View Details](#)

[View Object Details](#)

A_Fresh_Welcome_Survey ONLINE (1-2020-10-29 19:39:00.0)	A Fresh Welcome Survey	Completed
---	------------------------	-----------

Completion Date:

:

2/10/2022

[View Details](#)

[View Object Details](#)

Hay Joosten – SHRM-SCP

District HR Leader - Mariano's

9501 W. Devon Ave. Suite 502 | Rosemont, IL 60018

Cell: 847-282-0124

Email: Henricus.Joosten@Marianos.com



From: Flesher, Lindsay <lindsay.flesher@Roundys.com>

Sent: Thursday, December 8, 2022 8:01 AM

To: Joosten, Henricus <henricus.joosten@kroger.com>

Subject: Brandon Rudolph-Kimble

Hello,

Can you please pull the following:

- Content Manager File, specifically anything from onboarding or that KnowMe automatically sent over to CM
- All modules completed in KnowMe (handbook acknowledgement, etc.)

Thanks!

Lindsay Flesher

Associate Relations Manager

875 E. Wisconsin Ave. | Milwaukee, WI 53202

Office: 414-231-7337 | Cell: 414-399-3947

Email: Lindsay.Flesher@kroger.com



This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain information that is confidential and protected by law from unauthorized disclosure. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Retail_Acknowledgments2 ONLINE (1-2018-04-11 12:10:07.0)	Retail Hourly Handbook Acknowledgements	Completed	2/11/2022	...	>
HARASSMENT_ILLINOIS ONLINE (1-2020-02-10 20:31:00.0)	Harassment Training for Illinois Associates	Completed	2/11/2022	...	>
SAFETY_PITINTRO ONLINE (2-2018-07-16 22:31:00.0)	Powered Industrial Truck (PIT) Introduction - ALL ASSOCIATES - ASSOCIATE SAFETY	Passed	2/11/2022	...	>

EXHIBIT D

CONFIDENTIAL



EUID:	BR84689
Name (Last, First):	Rudolph-Kimble, Brandon
DOCUMENT TYPE:	Policy Acknowledgement Forms
Division # / Store #:	531 / 512

Offer Acceptance Acknowledgements

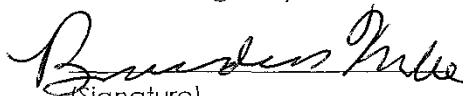
Background and Drug Screen Acknowledgement: Level 3S3 \$16.35hr

The Company, at its sole discretion, may elect in certain circumstances to have a candidate begin working in his/her intended role prior to receiving the results from his/her background check and/or drug screen. In the event the Company elects to do that, it may nonetheless terminate any individual who the Company learns has not attained satisfactory results on his/her background check and/or drug screen.

You acknowledge and agree that if the Company elects to allow you to begin working in your intended role prior to receiving the results of your background check and/or drug screen (whether the Company expressly tells you that it is allowing you to do so or not), your employment may be terminated if you do not attain satisfactory results on your background check and/or drug screen.

☐ I prefer not to begin working prior to the Company receiving the results of my background check and/or drug screen.

Acknowledged By:


BRANDON
Rudolph-Kimble
JANUARY 26, 2022

(Signature)
 (Printed Name)
(Date)

Background Information

Our company contracts GIS (General Information Systems) to conduct background screening/drug testing for our applicants. Some government agencies and other information sources require the following information when checking for records. GIS will not use it for any other purposes. It may be necessary for GIS to reach out to you for further information during the background screening process.

Date of Birth 1988
Social Security Number 6195

(mm/dd/yyyy)
(xxx-xx-xxxx)

EXHIBIT E

CONFIDENTIAL

7/04/22 13:10:23 iSeries History: Roundy's Chicago KMA - 531RI

Emp#: BR84689 RUDOLPH-KIMBLE, BRA Badge:
 Options: 1=View B=Brkdwn
 Position: _____

Selected Period
 From:
 To:

Opt	Date	In	Out	Hours	Sch	Pcd	Ap	Labor	Levels	Notes
TU	2/08/22	1200A	3	1.00		1HIRE	0	512.TRN	NEWHIRE	C
TU	2/08/22	115P	U 402P	2.78			0	512.MEAT		
TH	2/10/22	915A	U 402P	6.78			0	512.MEAT		
FR	2/11/22	1214P	U 423P	4.15			0	512.MEAT		
SA	2/12/22	606A	U 131P	7.42			0	512.MEAT		
MO	2/14/22	517A	U 229P	9.20			0	512.MEAT		
TU	2/15/22	617A	U 130P	7.22			0	512.MEAT		
WE	2/16/22	620A	U 209P	7.82			0	512.MEAT		
FR	2/18/22	804A	U 1246P	4.70			0	512.MEAT		
FR	2/18/22	126P	L 421P	2.92			0	512.MEAT		M
SA	2/19/22	707A	U 203P	6.93			0	512.MEAT		
										More...
1HIRE	1.00	REG	140.62	OT	2.66	SUNRG	22.72	SU100	22.72	

F3=Exit F12=Cancel F13=ROUNDED F8=Adjust F14=Defaults F9=Previous F15=Punches F10=Next F16=Audit Total 167.00 F11=Charge

CONFIDENTIAL

7/04/22 13:10:23 iSeries History: Roundy's Chicago KMA - 531RI

Emp#: BR84689 RUDOLPH-KIMBLE, BRA Badge:

Options: 1=View B=Brkdwn

Position:

Selected Period

From:

To:

Opt	Date	In	Out	Hours	Sch	Pcd	Ap	Labor Levels	Notes
SU	2/20/22	528A U	1000A	4.53			0	512.MEAT	
SU	2/20/22	1033A	158P	3.42			0	512.MEAT	M
WE	2/23/22	609A U	226P	8.28			0	512.MEAT	
SA	2/26/22	604A U	348P	9.73			0	512.MEAT	
SU	2/27/22	622A L	208P L	7.77	7.00		0	512.MEATCLK	
TU	3/01/22	302A 3	1121A L	8.32	7.00		0	512.MEATCLK	
WE	3/02/22	450A L	122P L	8.53	7.00		0	512.MEATCLK	
FR	3/04/22	319A L	1206P L	8.78	7.00		0	512.MEATCLK	
SA	3/05/22	350A L	1110A L	7.33	7.00		0	512.MEATCLK	
SU	3/06/22	333A L	1033A L	7.00	7.00		0	512.MEATCLK	
TU	3/08/22	321A L	1053A L	7.53	7.00		0	512.MEATCLK	
									More...
1HIRE	1.00	REG	140.62	OT	2.66	SUNRG	22.72	SU100	22.72

F3=Exit		F8=Adjust	F9=Previous	F10=Next	Total
F12=Cancel	F13=ROUNDED	F14=Defaults	F15=Punches	F16=Audit	167.00
					F11=Charge

CONFIDENTIAL

7/04/22 13:10:23 iSeries History: Roundy's Chicago KMA - 531RI

Emp#: BR84689 RUDOLPH-KIMBLE, BRA Badge:

Selected Period

Options: 1=View B=Brkdwn

From:

Position:

To:

Opt	Date	In	Out	Hours	Sch	Pcd	Ap	Labor Levels	Notes
TH	3/10/22	341A U	751A	4.17			0	512.MEAT	
TH	3/10/22	817A	1117A	3.00			0	512.MEAT	M
FR	3/11/22	416A L	929A	5.22	7.00		0	512.MEATCLK	
FR	3/11/22	947A 3	1010A L	.63	7.00		0	512.MEATCLK	B
SA	3/12/22	409A L	1040A L	6.52	7.00		0	512.MEATCLK	
TU	3/15/22	457A L	1016A E	5.32	7.00		0	512.MEATCLK	

1HIRE	1.00	REG	140.62	OT	2.66	SUNRG	22.72	SU100	Bottom 22.72
-------	------	-----	--------	----	------	-------	-------	-------	-----------------

F3=Exit	F8=Adjust	F9=Previous	F10=Next	Total	167.00
F12=Cancel	F13=ROUNDED	F14=Defaults	F15=Punches	F16=Audit	F11=Charge

EXHIBIT F

"This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it was accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report."

California Consumers: You may view the file maintained on you by HireRight during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at HireRight's offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone upon written request with proper identification. HireRight has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. If you would like additional information regarding your disclosure rights, you can request this information from HireRight by e-mail at customerservice@hireright.com, by telephone at 866-521-6995 or by mail at 100 Centerview Dr, Nashville, TN 37214.

"Este informe no garantiza la certeza ni la veracidad de la información en cuanto al sujeto de la investigación, pero sólo que fue copiado exactamente de archivos públicos. La información engendró a consecuencia del robo de la identidad, inclusive la evidencia de la actividad criminal, puede ser asociado inexactamente con el consumidor que es el sujeto del informe".

Los Consumidores de California: Usted puede ver el archivo mantenido en usted por HireRight durante horas de oficina normales. Usted puede obtener también una copia de este archivo, a someter identificación y pagar apropiados los costos de servicios de duplicación, apareciendo en oficinas de HireRight en la persona, durante horas de oficina normales y en la nota razonable, o por el correo; usted puede recibir también un resumen del archivo por teléfono sobre el pedido escrito con identificación apropiada. HireRight ha entrenado el personal disponible para explicarle su archivo a usted, inclusive información codificada. Si usted aparece en la persona, usted puede estar acompañado de uno otra persona, con tal de que persona proporcione identificación apropiada. Si usted querría información adicional con respecto a sus derechos de la revelación, usted puede solicitar esta información de HireRight por correo electrónico en customerservice@hireright.com, por teléfono en 866-521-6995 o por el correo en 100 Centerview Dr, Nashville, TN 37214.



brandon actavian rudolph-kimble

Complete Report

Social Security Number: ***-**-6195

DOB: **/**/****

Prepared By:
HireRight, LLC

14002 E. 21st Street Suite 1200

Tulsa, OK 74134

Phone: 866-521-6995

Fax: 877-797-3442

customerservice@hireright.com

Request #: TS-012622-375UB

Turnaround time: 19.2 business days

Package: Criminal Approach Non-Ex

Date Request Submitted: Jan 31, 2022 6:45 AM PST

Request Completion Date: Feb 28, 2022 11:37 AM PST

Adjudication Status: Hold

Adjudication Status Set: Feb 28, 2022 11:37 AM PST

Job Location: Chicago, Illinois 60616, Cook, USA

App ID: JAS2663-24910087

Division Notification Email: Morgan.Manor@roundys.com; Genna.Viso@roundys.com

Ref16-Location for Drug Test: 00512

Candidate Age: 33

Candidate ID: 5124821568

Division: 531

Location: 16th & Clark

Requester Email: samantha.wittekind@kroger.com

Exempt/Non Exempt: Non-Exempt

Job Title: Front End Team Member - Mariano's

Requested By:

KRGFAMCO Generic User

Mariano's

531 / Mariano's

1014 VINE STREET 8TH FLOOR

CINCINNATI, OH 45202

Phone: +1 () -







E-mail: test@hireright.com

Product	Verification	Result	Adjudication Result
Criminal & Offense History	Dekalb, GA, USA	Complete - Court Record Found	Hold
Criminal & Offense History	Bibb, GA, USA	Complete - No Court Record Found	Clear
Criminal & Offense History	McDonough, Henry, GA, USA	Complete - No Court Record Found	Clear
Criminal & Offense History	Cook, IL USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Criminal & Offense History	Shelby, TN USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Criminal & Offense History	Bibb, GA USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Managed Adjudication 3.0	Managed Adjudication 3.0	Complete	Hold
SSN Validation	SSN Validation	Complete - SSN has been issued by the SSA and not found in Death Master Index	Clear
NRMA Retail Theft Database	NRMA Retail Theft Database	Complete - Match Not Found	Clear
SSN Trace	*****6195	Complete - Data Found	Clear
Widescreen Plus National Criminal Search	Widescreen Plus National Criminal Search	Completed	Clear

Adjudication Results Summary

Kroger Non-Exempt 3.0 Managed Adjudication Guidelines (GL-KRGFM-001) v3

Alert	Product	Status	Subrequest Adjudication	Product Adjudication
	SSN Validation	Completed	Clear	Undefined

	SS Trace/Credit	Completed	Clear	CONFIDENTIAL Undefined
	Court Records	Completed	Clear	Undefined
	Court Records	Completed	Hold	Undefined
	Court Records	Completed	Clear	Undefined
	Widescreen Plus National Criminal Search	Completed	Clear	Undefined
	NRMA Retail Theft Database	Completed	Clear	Undefined

brandon rudolph-kimble, ***-**-6195

NRMA Retail Theft Database

NRMA Retail Theft Database

Result:

Complete - Match Not Found ¹

Time Completed: Jan 31, 2022 6:46 AM PST

Location: USA

brandon rudolph-kimble, ***-**-6195

Widescreen Plus National Criminal Search

Widescreen Plus National Criminal Search

Result:

Completed ¹

Time Completed: Jan 31, 2022 1:11 PM PST

brandon rudolph-kimble, ***-**-6195

Court Records

3 subrequests

1. Criminal & Offense History (Variable Search Depth)

Complete - No Court Record Found

rudolph-kimble, brandon actavian

Address(es): Bibb County, GA, USA

Location Searched: Bibb County, GA

Time Completed: Feb 26, 2022 11:33 AM PST

Verified by: QA-79207

HireRight Comments: Jan 31, 2022 8:02 AM PST - Note:

-----Reason: Bibb County, GA - Court has a standard processing time of up to 7 business days.

Jan 31, 2022 8:49 AM PST - Delay: 31-Jan-2022, 08:49

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 02/28/2022.

Feb 2, 2022 8:52 AM PST - Durrant, Chrystal - Note: Candidate is requesting to expedite this request. Operations team notified.

Feb 15, 2022 8:56 AM PST - PR14676 - Note: This request requires a court clerk search, which may cause a delay in HireRight's standard turnaround time. Contacted court runner to rush.

2. Criminal & Offense History (Variable Search Depth)

Complete - Court Record Found

rudolph-kimble, brandon actavian

Address(es): Dekalb County, GA, USA

Location Searched: Dekalb County, GA

Time Completed: Feb 7, 2022 6:38 PM PST**Verified by:** QA-64193**HireRight Comments:** Jan 31, 2022 8:02 AM PST - Note:

-----Reason: Dekalb County, GA - Average court turnaround time is currently 1 business day.

Jan 31, 2022 3:57 PM PST - Mk Kumara, Pooja - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 04-Feb-2022

Feb 2, 2022 8:53 AM PST - Durrant, Chrystal - Note: Candidate is requesting to expedite this request. Operations team notified.

Feb 4, 2022 3:08 AM PST - Ulthoor, Anusha - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 08-Feb-2022

1.) Case 18C16542(state court of dekalb county)**Nbr.:****Comments:****Identifiers:** Confirmation: Name, Date Of Birth, Address. name on file:RUDOLPH-KIMBLE, BRANDON A**Count:** 1**Severity:** Misdemeanor (Or Equivalent)
Misdemeanor**Offense** Mar 21, 2018**Disp.** Aug 10, 2018**Date:****Date:****Offense:** Unlawful To Alter/Sell/Exchange Tokens, Transfers, Transaction Cards,
Etc. Without Consent**File Date:** Mar 23, 2018**Disposition:** Guilty ?**Sentence:** Fines, court costs, restitution, fees, and other assessments: Payment information not available.
Probation term 14 days,credit with time served of 14 days**3. Criminal & Offense History (Variable Search Depth)****Complete - No Court Record Found****rudolph-kimble, brandon actavian****Address(es):** Mcdonough, Henry County, GA, USA**Location Searched:** Mcdonough, Henry County, GA**Time Completed:** Feb 5, 2022 11:05 AM PST**Verified by:** QA-434**HireRight Comments:** Jan 31, 2022 6:46 AM PST - Note:

-----Reason: Henry County, GA - Average court turnaround time is currently 3 business days.

Jan 31, 2022 8:36 AM PST - Delay: 31-Jan-2022, 08:36

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 02/02/2022.

Feb 2, 2022 5:11 AM PST - PR61977 - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 08-Feb-2022

Feb 2, 2022 8:55 AM PST - Durrant, Chrystal - Note: Candidate is requesting to expedite this request. Operations team notified.

Feb 3, 2022 6:50 AM PST - PR61977 - Contacted vendor to expedite

brandon rudolph-kimble, ***-**-6195

Adjudication 3.0**Managed Adjudication 3.0****Result:****Complete** ¹**Time Completed:** Feb 28, 2022 11:37 AM PST

brandon rudolph-kimble, ***-**-6195

SSN Validation

SSN Validation

Result: Complete - SSN has been issued by the SSA and not found in Death Master Index ¹

Time Completed: Jan 31, 2022 6:46 AM PST

Social Security # ***-**-6195 is valid. Issued in Illinois Between 1987 and 1990

Activity Log

Activity	Date/Time	Performed By	Recipient	Result
Report Submitted	Jan 31, 2022 6:45 AM PST	Mariano's		
Background Report opened	Jan 31, 2022 6:47 AM PST	Applicant		
Adjudicated	Feb 28, 2022 11:37 AM PST	HireRight		Hold

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

All times listed in America/Los_Angeles timezone

The Activity Log above may reflect activity for this screening report. E-mail notifications, if configured by the company that requested the report, may have been sent by or through HireRight to an authorized company-user (shown as the "Recipient"). Some adjudication history entries and related e-mail notifications, if any, indicate whether an initial determination was made regarding whether the report satisfied the company's hiring criteria (shown in the "Result" column), including any preliminary status Result of "Meets" or "Does Not Meet" company standards. Sometimes a company's final adjudication determination may change from its initial determination. Questions about the company's hiring decisions should be directed to the company.

LEGAL NOTES:

This report contains personal information, and should be handled at all times in accordance with your Service Agreement with HireRight and applicable law. Proper use of the content of this report, and final verification of the named individual's identity, are your responsibility.

EXHIBIT G

Feb 28, 2022

brandon rudolph-kimble (PAA, TS-012622-375UB)
310 S HALSTED ST
CHICAGO, IL, 60661

Dear Candidate:

As part of its employment process, Mariano's obtains, or asks others acting on its behalf to obtain, consumer reports regarding Candidates. These reports assist them in evaluating individuals for employment as Mariano's team members.

We are enclosing a copy of the consumer report obtained in conjunction with your consideration for employment.

The information in the report was obtained from:

General Information Solutions LLC, a HireRight company ('HireRight')
Attn: Consumers Department
14002 E. 21st Street Suite 1200
Tulsa, OK 74134
Toll-free telephone no.: 866-521-6995 * (Monday - Friday, 7am to 7pm Central Time)
Toll-free fax no: (918) 664-5520 *
Email: customerservice@hireright.com
<http://www.hireright.com/dispute>

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the 'Customer Service' tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

We are also enclosing a copy of an information sheet summarizing your rights under the Fair Credit Reporting Act (FCRA) and other information about certain state laws.

Mariano's has or will be completing their review of this information and this matter within the next few days, and may take action based on the enclosed report.

You have the right to dispute the accuracy or completeness of any information contained in the report by contacting HireRight directly.

Thank you again for considering employment with Mariano's.

Sincerely,

HireRight on behalf of Mariano's

Enc:
Copy of Investigation Report
Summary of Rights Under FCRA

"This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it was accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report."

California Consumers: You may view the file maintained on you by HireRight during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at HireRight's offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone upon written request with proper identification. HireRight has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. If you would like additional information regarding your disclosure rights, you can request this information from HireRight by e-mail at customerservice@hireright.com, by telephone at 866-521-6995 or by mail at 100 Centerview Dr, Nashville, TN 37214.

"Este informe no garantiza la certeza ni la veracidad de la información en cuanto al sujeto de la investigación, pero sólo que fue copiado exactamente de archivos públicos. La información engendró a consecuencia del robo de la identidad, inclusive la evidencia de la actividad criminal, puede ser asociado inexactamente con el consumidor que es el sujeto del informe".

Los Consumidores de California: Usted puede ver el archivo mantenido en usted por HireRight durante horas de oficina normales. Usted puede obtener también una copia de este archivo, a someter identificación y pagar apropiados los costos de servicios de duplicación, apareciendo en oficinas de HireRight en la persona, durante horas de oficina normales y en la nota razonable, o por el correo; usted puede recibir también un resumen del archivo por teléfono sobre el pedido escrito con identificación apropiada. HireRight ha entrenado el personal disponible para explicarle su archivo a usted, inclusive información codificada. Si usted aparece en la persona, usted puede estar acompañado de uno otra persona, con tal de que persona proporcione identificación apropiada. Si usted querría información adicional con respecto a sus derechos de la revelación, usted puede solicitar esta información de HireRight por correo electrónico en customerservice@hireright.com, por teléfono en 866-521-6995 o por el correo en 100 Centerview Dr, Nashville, TN 37214.



brandon actavian rudolph-kimble

Complete Report

Social Security Number: ***-**-6195

DOB: **/**/****

Prepared By:
HireRight, LLC

14002 E. 21st Street Suite 1200

Tulsa, OK 74134

Phone: 866-521-6995

Fax: 877-797-3442

customerservice@hireright.com

Request #: TS-012622-375UB

Turnaround time: 19.2 business days

Package: Criminal Approach Non-Ex

Date Request Submitted: Jan 31, 2022 6:45 AM PST

Request Completion Date: Feb 28, 2022 11:37 AM PST

Adjudication Status: Hold

Adjudication Status Set: Feb 28, 2022 11:37 AM PST

Job Location: Chicago, Illinois 60616, Cook, USA

App ID: JAS2663-24910087

Division Notification Email: Morgan.Manor@roundys.com; Genna.Viso@roundys.com

Ref16-Location for Drug Test: 00512

Candidate Age: 33

Candidate ID: 5124821568

Division: 531

Location: 16th & Clark

Requester Email: samantha.wittekind@kroger.com

Exempt/Non Exempt: Non-Exempt

Job Title: Front End Team Member - Mariano's

Requested By:

KRGFAMCO Generic User

Mariano's

531 / Mariano's

1014 VINE STREET 8TH FLOOR

CINCINNATI, OH 45202

Phone: +1 () -







E-mail: test@hireright.com

Product	Verification	Result	Adjudication Result
Criminal & Offense History	Dekalb, GA, USA	Complete - Court Record Found	Hold
Criminal & Offense History	Bibb, GA, USA	Complete - No Court Record Found	Clear
Criminal & Offense History	Mcdonough, Henry, GA, USA	Complete - No Court Record Found	Clear
Criminal & Offense History	Cook, IL USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Criminal & Offense History	Shelby, TN USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Criminal & Offense History	Bibb, GA USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Managed Adjudication 3.0	Managed Adjudication 3.0	Complete	Hold
SSN Validation	SSN Validation	Complete - SSN has been issued by the SSA and not found in Death Master Index	Clear
NRMA Retail Theft Database	NRMA Retail Theft Database	Complete - Match Not Found	Clear
SSN Trace	*****6195	Complete - Data Found	Clear
Widescreen Plus National Criminal Search	Widescreen Plus National Criminal Search	Completed	Clear

Adjudication Results Summary

Kroger Non-Exempt 3.0 Managed Adjudication Guidelines (GL-KRGFM-001) v3

Alert	Product	Status	Subrequest Adjudication	Product Adjudication
	SSN Validation	Completed	Clear	Undefined

	SS Trace/Credit	Completed	Clear	CONFIDENTIAL Undefined
	Court Records	Completed	Clear	Undefined
	Court Records	Completed	Hold	Undefined
	Court Records	Completed	Clear	Undefined
	Widescreen Plus National Criminal Search	Completed	Clear	Undefined
	NRMA Retail Theft Database	Completed	Clear	Undefined

brandon rudolph-kimble, ***-**-6195

NRMA Retail Theft Database

NRMA Retail Theft Database

Result:

Complete - Match Not Found ¹

Time Completed: Jan 31, 2022 6:46 AM PST

Location: USA

brandon rudolph-kimble, ***-**-6195

Widescreen Plus National Criminal Search

Widescreen Plus National Criminal Search

Result:

Completed ¹

Time Completed: Jan 31, 2022 1:11 PM PST

brandon rudolph-kimble, ***-**-6195

Court Records

3 subrequests

1. Criminal & Offense History (Variable Search Depth)

Complete - No Court Record Found

rudolph-kimble, brandon actavian

Address(es): Bibb County, GA, USA

Location Searched: Bibb County, GA

Time Completed: Feb 26, 2022 11:33 AM PST

Verified by: QA-79207

HireRight Comments: Jan 31, 2022 8:02 AM PST - Note:

-----Reason: Bibb County, GA - Court has a standard processing time of up to 7 business days.

Jan 31, 2022 8:49 AM PST - Delay: 31-Jan-2022, 08:49

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 02/28/2022.

Feb 2, 2022 8:52 AM PST - Durrant, Chrystal - Note: Candidate is requesting to expedite this request. Operations team notified.

Feb 15, 2022 8:56 AM PST - PR14676 - Note: This request requires a court clerk search, which may cause a delay in HireRight's standard turnaround time. Contacted court runner to rush.

2. Criminal & Offense History (Variable Search Depth)

Complete - Court Record Found

rudolph-kimble, brandon actavian

Address(es): Dekalb County, GA, USA

Location Searched: Dekalb County, GA

Time Completed: Feb 7, 2022 6:38 PM PST**Verified by:** QA-64193**HireRight Comments:** Jan 31, 2022 8:02 AM PST - Note:

-----Reason: Dekalb County, GA - Average court turnaround time is currently 1 business day.

Jan 31, 2022 3:57 PM PST - Mk Kumara, Pooja - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 04-Feb-2022

Feb 2, 2022 8:53 AM PST - Durrant, Chrystal - Note: Candidate is requesting to expedite this request. Operations team notified.

Feb 4, 2022 3:08 AM PST - Ulthoor, Anusha - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 08-Feb-2022

1.) Case 18C16542(state court of dekalb county)**Nbr.:****Comments:****Identifiers:** Confirmation: Name, Date Of Birth, Address. name on file:RUDOLPH-KIMBLE, BRANDON A**Count:** 1**Severity:** Misdemeanor (Or Equivalent)
Misdemeanor**Offense** Mar 21, 2018**Disp.** Aug 10, 2018**Date:****Date:****Offense:** Unlawful To Alter/Sell/Exchange Tokens, Transfers, Transaction Cards,
Etc. Without Consent**File Date:** Mar 23, 2018**Disposition:** Guilty ?**Sentence:** Fines, court costs, restitution, fees, and other assessments: Payment information not available.
Probation term 14 days,credit with time served of 14 days**3. Criminal & Offense History (Variable Search Depth)****Complete - No Court Record Found****rudolph-kimble, brandon actavian****Address(es):** Mcdonough, Henry County, GA, USA**Location Searched:** Mcdonough, Henry County, GA**Time Completed:** Feb 5, 2022 11:05 AM PST**Verified by:** QA-434**HireRight Comments:** Jan 31, 2022 6:46 AM PST - Note:

-----Reason: Henry County, GA - Average court turnaround time is currently 3 business days.

Jan 31, 2022 8:36 AM PST - Delay: 31-Jan-2022, 08:36

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 02/02/2022.

Feb 2, 2022 5:11 AM PST - PR61977 - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 08-Feb-2022

Feb 2, 2022 8:55 AM PST - Durrant, Chrystal - Note: Candidate is requesting to expedite this request. Operations team notified.

Feb 3, 2022 6:50 AM PST - PR61977 - Contacted vendor to expedite

brandon rudolph-kimble, ***-**-6195

Adjudication 3.0**Managed Adjudication 3.0****Result:****Complete** ¹**Time Completed:** Feb 28, 2022 11:37 AM PST

brandon rudolph-kimble, ***-**-6195

SSN Validation

SSN Validation

Result: Complete - SSN has been issued by the SSA and not found in Death Master Index ¹

Time Completed: Jan 31, 2022 6:46 AM PST

Social Security # ***-**-6195 is valid. Issued in Illinois Between 1987 and 1990

Activity Log

Activity	Date/Time	Performed By	Recipient	Result
Report Submitted	Jan 31, 2022 6:45 AM PST	Mariano's		
Background Report opened	Jan 31, 2022 6:47 AM PST	Applicant		
Adjudicated	Feb 28, 2022 11:37 AM PST	HireRight		Hold

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

All times listed in America/Los_Angeles timezone

The Activity Log above may reflect activity for this screening report. E-mail notifications, if configured by the company that requested the report, may have been sent by or through HireRight to an authorized company-user (shown as the "Recipient"). Some adjudication history entries and related e-mail notifications, if any, indicate whether an initial determination was made regarding whether the report satisfied the company's hiring criteria (shown in the "Result" column), including any preliminary status Result of "Meets" or "Does Not Meet" company standards. Sometimes a company's final adjudication determination may change from its initial determination. Questions about the company's hiring decisions should be directed to the company.

LEGAL NOTES:

This report contains personal information, and should be handled at all times in accordance with your Service Agreement with HireRight and applicable law. Proper use of the content of this report, and final verification of the named individual's identity, are your responsibility.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your Federal rights contact:

TYPE OF BUSINESS:	PLEASE CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission:

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b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut St., Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area Supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

(CALIFORNIA APPLICANTS ONLY)
CALIFORNIA CONSUMER RIGHTS
UNDER CALIFORNIA CIVIL CODE SECTIONS 1786.10, ET SEQ.

You have rights when an investigative consumer report is obtained on you. The following are some of your rights:

1. You have the right to contact the agency that made the report. You can do this in one of the following ways:
 - (a) You can go to the agency in person during the normal business hours and on reasonable notice. You can bring someone with you. You and that person may be required to present identification. You may be required to sign a paper allowing the agency to discuss your file with or to show your file to this person.
 - (b) You may receive your file by certified mail, if you have given written notice to the agency that you want information

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mailed to you or to another person you want to receive the file. You will be required to provide identification when you write for your file.

(c) You may be able to discuss your file over the telephone if you have given written instructions to the agency and have provided identification.

2. You have the right to receive a copy of your file or your investigative consumer report at the agency. You may be charged up to \$8.00 to obtain a copy of your report or file. However, you may receive a free copy if:

(a) Once during a twelve month period if you are unemployed and intend to seek employment within sixty (60) days or you receive public welfare assistance or you believe your file contains inaccurate information because of fraud.

(b) If you are receiving a copy from the agency relating to an investigation into the accuracy of information you have disputed or if information is put back into your file.

3. You have the right to know the following information:

(a) The names of the persons and companies who have received a report about you in the last three (3) years. You may request their addresses and telephone numbers.

(b) Explanations of any codes or abbreviations used in your report, so you can understand the report.

4. You have the right to dispute any information in your file. You must contact the agency directly to do so. The person who ordered a report is required to give you the name and address of the agency.

(a) The agency has thirty (30) days from the day it receives your dispute to complete the investigation.

(b) When the agency is done with the investigation, it must tell you of any changes made in the report as a result of the investigation.

(c) If the investigation does not remove the information disputed by you, you have the right to place your statement of the facts in your file. The agency has people to help you write the statement. The agency may limit your statement to five hundred (500) words.

(d) If information is removed or you add a statement to your file, you can request the agency to send the report, as changed or with your statement, to anyone who received the information in the last two (2) years.

(e) If information that is removed from your files is placed back in your file, you are entitled to receive written notice of that fact and you have the right to dispute the information added.

5. You also have rights under federal law in regard to your report. A copy of those rights is given to you with this California statement of consumer rights. Many of these rights are also included within California law.

(SOLO PARA SOLICITANTES DE CALIFORNIA)
DERECHOS DEL CONSUMIDOR EN CALIFORNIA
EN VIRTUD DE LAS SECCIONES DEL CÓDIGO CIVIL DE CALIFORNIA 1786.10, ET SEQ.
(CALIFORNIA CIVIL CODE SECTIONS 1786.10, ET SEQ.)

Usted tiene derechos cuando un reporte de investigación del consumidor es obtenido respecto a usted. Los siguientes son algunos de sus derechos:

1. Usted tiene derecho de contactar la agencia que hizo el reporte y puede hacer esto de las maneras siguientes:

(a) Puede ir a la agencia en persona durante horas normales de trabajo y en la nota razonable. Puede traer a un acompañante. Usted y esa persona debe traer una identificación. Es posible que tenga que firmar un documento en el que usted dará derecho a la agencia de discutir lo que está en su archivo o de mostrar el archivo a la persona que lo acompaña.

(b) Usted puede recibir su archivo por correspondencia certificada si es que avisó a la agencia por escrito que desea información por carta o desea que otra persona reciba su archivo. Por lo tanto, usted deberá proveer una identificación cuando solicite la información.

(c) Usted podrá platicar respecto a su archivo por teléfono si es que dió instrucciones por escrito a la agencia y presentó una identificación.

2. Usted tiene derecho de recibir una copia de su archivo o de su reporte de investigación del consumidor en la agencia y se le puede cobrar hasta 8.00 dólares para obtener una copia de su reporte o archivo. De cualquier manera, usted podrá recibir una copia gratis en las siguientes circunstancias:

(a) Si es que durante doce meses usted está desempleado o tiene intenciones de buscar empleo durante 60 días o si usted recibe asistencia pública o cree que su archivo contiene información incorrecta debido a fraude.

(b) Si usted recibe una copia de la agencia relacionada con la investigación para verificar la exactitud de la información

que usted reportó o si es que la información fuè regresada a su archivo.

3. Usted tiene derecho de saber la siguiente información:
 - (a) Los nombres de personas y de compañías quienes han recibido un reporte respecto a usted en los últimos 3 años y puede solicitar sus domicilios y números de teléfono.
 - (b) Usted puede solicitar que se le explique códigos o abreviaciones utilizadas en su reporte para que usted lo pueda comprender con más claridad.
4. Usted tiene derecho de reclamar cualquier información que esté en su archivo pero deberá contactar a la agencia directamente. La persona que ordenó el reporte deberá darle a usted el nombre y domicilio de la agencia.
 - (a) La agencia tiene 30 días para completar la investigación.
 - (b) Una vez terminada la investigación, la agencia debe informarle a usted de cualquier cambio que se haya hecho al reporte como resultado de la investigación.
 - (c) Si es que la investigación no elimina información reportada por usted, entonces tiene derecho de agregar su declaración en el archivo. La agencia tiene personal que le puede ayudar a escribir su declaración siempre y cuando no exceda quinientas (500) palabras.
 - (d) Si usted elimina o agrega información a su archivo puede pedirle a la agencia que mande el reporte como "Cambiado" o con su declaración a cualquiera que haya recibido la información en los últimos dos años.
 - (e) Si hay información que fuè eliminada de su archivo y después vuelta a poner, usted tiene derecho a recibir por escrito lo sucedido y tiene derecho a reclamar la información agregada.
5. También tiene derechos bajo la ley federal respecto a su reporte. Se le dará una copia de esos derechos con esta declaración de derechos del consumidor de California.

(MASSACHUSETTS APPLICANTS ONLY)

INFORMATION CONCERNING THE PROCESS IN CORRECTING A CRIMINAL RECORD

1. If you have undergone a background check by an agency that has received a criminal record from the Department of Criminal Justice Information Systems (DCJIS), you may ask the agency to provide you with a copy of the criminal record. You may also request a copy of your adult criminal record from the Department of Criminal Justice Information Services, 200 Arlington Street, Suite 2200, Chelsea, MA 02150 or by calling (617)660-4640 or go to the [Massachusetts iCORI service](#).
2. The DCJIS charges \$25.00 fee to provide an individual with a copy of his/her criminal record. You may complete an affidavit of indigency and request that the DCJIS waive the fee.
3. Upon receipt, review the record. If you need assistance in interpreting the entries or dispositions, please contact the Constituent Assistance and Research Unit at 617.660.4640 between 8:00AM and 6:00PM Eastern Time, Monday - Friday or via email at iCORI.INFO@state.ma.us
4. The DCJIS does not offer "walk-in" service but you may call our Legal Division at (617)660-4760 for assistance or the CARI Unit of the Office of the Commissioner of Probation at (617)727-5300.
5. If you believe that a case is opened on your record that should be marked closed, you may contact the Office of the Commissioner of Probation Department at the court where the charges were brought and request that the case(s) be updated.
6. If you believe that a disposition is incorrect, contact the Chief Probation Officer at the court where the charges were brought or the CARI Unit at the Office of the Commissioner of Probation and report that the court incorrectly entered a disposition on your criminal record.
7. If you believe that someone has stolen or improperly used your identity and were arraigned on criminal charges under your name, you may contact the Office of the Commissioner of Probation CARI Unit or the Chief Probation Officer in the court where the charges were brought. For a listing of courthouses and telephone numbers please click [here](#).
8. In some situations of identity theft, you may need to contact the DCJIS to arrange to have fingerprints analysis conducted.
9. If there is a warrant currently outstanding against you, you need to appear at the court and ask that the warrant be recalled. You cannot do this over the telephone.
10. If you believe that an employer, volunteer agency, housing agency or municipality has been provided with a criminal record that does not pertain to you, the agency should contact the CORI Unit for assistance at (617)660-4640.

(MASSACHUSETTS APPLICANTS ONLY)

A Summary of Your Rights

Under Massachusetts General Law CH. 93 § 62(A)

If a credit report was reviewed or taken into account in the adverse action decision:

You have the right to obtain a free copy of your credit report within sixty days from the consumer credit reporting agency which has been identified on this notice. The consumer credit reporting agency must provide someone to help you interpret the information on your credit report. Each calendar year you are entitled to receive, upon request, one free consumer report.

You have the right to dispute inaccurate information by contacting the consumer credit reporting agency directly. If you have notified a consumer credit reporting agency in writing that you dispute the accuracy of information in your file, the agency must then, within thirty business days, reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a statement to the consumer credit reporting agency, to be kept in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about the disputed information in a report it issues about you.

The consumer reporting agency that provided the credit report is:

HireRight, LLC.
100 Centerview Dr
Nashville, TN 37214
Phone: 866-521-6995*
Fax: 877-797-3442*
E-mail: customerservice@hireright.com

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the "Customer Service" tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

(NEW JERSEY APPLICANTS ONLY)
A Summary of Your Rights
Under New Jersey's Fair Credit Reporting Act

Under the New Jersey Fair Credit Reporting Act (NJFCRA or the "Act"), an employer, before taking adverse employment action, is required to provide the applicant or employee with a summary of their rights under the Act with respect to consumer reports or investigative consumer reports obtained for employment purposes from a consumer reporting agency (CRA). This Summary is intended to serve that purpose.

You can find the complete text of the NJCRA, N.J. Stat. §§56:11-29 - 56:11-41, at the New Jersey State Legislature's web site (<http://www.njleg.state.nj.us/>). You may have additional rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the Internet at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must consent to the procurement for employment purposes of a report about you.** Before an employer can obtain a report about you from a CRA, the employer must provide you with notice that it will request the report and obtain your consent to that request. A CRA may not give out information about you to your employer, or prospective employer, without your written consent.
- **You must be told if information in your file has been used against you for employment purposes.** An employer who uses information from a consumer or investigative consumer report to take action against you - such as denying an application for employment or terminating employment - must tell you that its decision is based in whole or in part on the report. The employer also must provide you with a description of your rights under the NJCRA and a reasonable opportunity to dispute with the CRA any information on which the employer relied.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file and a list of everyone who has recently requested your file. These disclosures may be made in person, over the telephone or by any other reasonable method available to the CRA.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the disputed items, free of charge, within 30 days, unless the CRA determines that the dispute is frivolous or irrelevant. The CRA must give you a written report of the investigation. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files within 30 days after you dispute it. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the business name and address.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may sue them in state court.

(NEW YORK APPLICANTS ONLY)
NEW YORK CORRECTION LAW
ARTICLE 23-A

**LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY
CONVICTED OF ONE OR MORE CRIMINAL OFFENSES**

Section 750. Definitions.

751. Applicability.

752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

753. Factors to be considered concerning a previous criminal conviction; presumption.n.

754. Written statement upon denial of license or employment.

755. Enforcement.

§750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.

(f) The seriousness of the offense or offenses.

(g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.

(h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§755. Enforcement.

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

(WASHINGTON APPLICANTS ONLY)
A Summary of Your Rights
Under Washington's Fair Credit Reporting Act

Under the Washington state Fair Credit Reporting Act (WFCRA or the "Act"), an employer, before taking adverse employment action, is required to provide the applicant or employee with a summary of their rights under the Act with respect to consumer reports or investigative consumer reports obtained for employment purposes from a consumer reporting agency (CRA). This Summary is intended to serve that purpose.

You can find the complete text of the WFCRA, Wash. Rev. Code §§19.182.005-19.182.902, at the Washington State Legislature's web site (<http://www.leg.wa.gov>). You may have additional rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the Internet at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must consent to the procurement for employment purposes of a report about you.** Before an employer can obtain a report about you from a CRA, the employer must provide you with notice that it will request the report and obtain your consent to that request. A CRA may not give out information about you to your employer, or prospective employer, without your written consent.
- **You must be told if information in your file has been used against you for employment purposes.** An employer who uses information from a consumer or investigative consumer report to take action against you - such as denying an application for employment or terminating employment - must tell you that its decision is based in whole or in part on the report and give you the name, address and phone number of the CRA that provided the report. The employer also must provide you with a description of your rights under the WFCRA and a reasonable opportunity to dispute with the CRA any information on which the employer relied.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file (except that medical information may be withheld), and a list of everyone who has recently requested your file. These disclosures may be made in person, over the telephone or by any other reasonable method available to the CRA. At your request, any medical information contained in your file will be disclosed to the healthcare provider of your choice.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the disputed items, free of charge, within 30 business days, unless the CRA determines that the dispute is frivolous or irrelevant. The CRA must give you a written report of the investigation. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files within 30 business days after you dispute it. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the business name and address.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the WFCRA, you may sue them in state court.

EXHIBIT H



EUID:	AP21890
Name (Last, First):	[REDACTED]
DOCUMENT TYPE:	Policy Acknowledgement Forms
Division # / Store #:	531/529

Offer Acceptance Acknowledgements

Background and Drug Screen Acknowledgement

The Company, at its sole discretion, may elect in certain circumstances to have a candidate begin working in his/her intended role prior to receiving the results from his/her background check and/or drug screen. In the event the Company elects to do that, it may nonetheless terminate any individual who the Company learns has not attained satisfactory results on his/her background check and/or drug screen.

You acknowledge and agree that if the Company elects to allow you to begin working in your intended role prior to receiving the results of your background check and/or drug screen (whether the Company expressly tells you that it is allowing you to do so or not), your employment may be terminated if you do not attain satisfactory results on your background check and/or drug screen.

- ☐ I prefer not to begin working prior to the Company receiving the results of my background check and/or drug screen.

Acknowledged By:

(Signature)

(Printed Name)

(Date)

Oct 18, 21

Background Information

Our company contracts GIS (General Information Systems) to conduct background screening/drug testing for our applicants. Some government agencies and other information sources require the following information when checking for records. GIS will not use it for any other purposes. It may be necessary for GIS to reach out to you for further information during the background screening process.

Date of Birth

(mm/dd/yyyy)

1987

Social Security Number

(xxx-xx-xxxx)

"This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it was accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report."

California Consumers: You may view the file maintained on you by HireRight during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at HireRight's offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone upon written request with proper identification. HireRight has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. If you would like additional information regarding your disclosure rights, you can request this information from HireRight by e-mail at customerservice@hireright.com, by telephone at 866-521-6995 or by mail at 100 Centerview Dr, Nashville, TN 37214.

"Este informe no garantiza la certeza ni la veracidad de la información en cuanto al sujeto de la investigación, pero sólo que fue copiado exactamente de archivos públicos. La información engendró a consecuencia del robo de la identidad, inclusive la evidencia de la actividad criminal, puede ser asociado inexactamente con el consumidor que es el sujeto del informe".

Los Consumidores de California: Usted puede ver el archivo mantenido en usted por HireRight durante horas de oficina normales. Usted puede obtener también una copia de este archivo, a someter identificación y pagar apropiados los costos de servicios de duplicación, apareciendo en oficinas de HireRight en la persona, durante horas de oficina normales y en la nota razonable, o por el correo; usted puede recibir también un resumen del archivo por teléfono sobre el pedido escrito con identificación apropiada. HireRight ha entrenado el personal disponible para explicarle su archivo a usted, inclusive información codificada. Si usted aparece en la persona, usted puede estar acompañado de uno otra persona, con tal de que persona proporcione identificación apropiada. Si usted querría información adicional con respecto a sus derechos de la revelación, usted puede solicitar esta información de HireRight por correo electrónico en customerservice@hireright.com, por teléfono en 866-521-6995 o por el correo en 100 Centerview Dr, Nashville, TN 37214.

**Prepared By:****HireRight, LLC**14002 E. 21st Street Suite 1200

Tulsa, OK 74134

PHONE: 866-521-6995**FAX:** 877-797-3442customerservice@hireright.com**Complete Report****Social Security Number:** ***-**-5722**DOB:** **/**/******Request #:** TS-101921-5N3NK

Turnaround time: 39.2 business days

Package: Criminal Approach Non-Ex**Requested By:****KRGFAMCO Generic User****Mariano's****531 / Mariano's**

1014 VINE STREET 8TH FLOOR

CINCINNATI, OH 45202






PHONE: +1 () -**E-MAIL:** noemail@hireright.com**Date Request Submitted:** Oct 19, 2021 1:24 PM PDT**Request Completion Date:** Dec 15, 2021 7:51 PM PST**Adjudication Status:** Hold**Adjudication Status Set:** Dec 15, 2021 7:51 PM PST**Job Location:** Western Springs, Illinois 60558, Cook, USA**App ID:** JA\$2663-24341453**Division Notification Email:** Morgan.Manor@roundys.com; Genna.Viso@roundys.com**Ref16-Location for Drug Test:** 00529**Candidate Age:** 34**Candidate ID:** 5124597879**Division:** 531**Location:** Western Springs**Requester Email:** nina.mcgee@kroger.com**Exempt/Non Exempt:** Non-Exempt**Job Title:** Front End Team Member - Mariano's

Product	Verification	Result	Adjudication Result
Criminal & Offense History	Cook, IL, USA	Complete - Court Record Found	Hold
Criminal & Offense History	Cook, IL USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Managed Adjudication 3.0	Managed Adjudication 3.0	Complete	Hold

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SSN Validation	SSN Validation	Complete - SSN has been issued by the SSA and not found in Death Master Index	Clear
NRMA Retail Theft Database	NRMA Retail Theft Database	Complete - Match Not Found	Clear
SSN Trace	*****5722	Complete - Data Found	Clear
Widescreen Plus National Criminal Search	Widescreen Plus National Criminal Search	Completed	Clear

Adjudication Results Summary**Kroger Non-Exempt 3.0 Managed Adjudication Guidelines (GL-KRGFM-001) v2.9**

Alert	Product	Status	Subrequest Adjudication	Product Adjudication
	SSN Validation	Completed	Clear	Undefined
	SS Trace/Credit	Completed	Clear	Undefined
	Court Records	Completed	Hold	Undefined
	Widescreen Plus National Criminal Search	Completed	Clear	Undefined
	NRMA Retail Theft Database	Completed	Clear	Undefined

***-**-5722

NRMA RETAIL THEFT DATABASE**NRMA Retail Theft Database****Result:****Complete - Match Not Found ¹****Time Completed:** Oct 19, 2021 1:24 PM PDT**Location:** USA

***-**-5722

WIDESCREEN PLUS NATIONAL CRIMINAL SEARCH**Widescreen Plus National Criminal Search****Result:****Completed ¹****Time Completed:** Oct 19, 2021 7:40 PM PDT

***-**-5722

COURT RECORDS**1. Criminal & Offense History (Variable Search Depth)****Complete - Court Record Found****Address(es):** Cook County, IL, USA**Location Searched:** Cook County, IL**Time Completed:** Dec 13, 2021 8:46 AM PST**Verified by:** QA-58370

HireRight Comments: Oct 19, 2021 7:40 PM PDT - Delay:

-----Reason: Court Delay: Cook County, IL - Court has a standard processing time of up to 10 business days.

Oct 26, 2021 6:36 AM PDT - Delay: 26-Oct-2021, 06:36

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/02/2021.

Nov 3, 2021 8:33 AM PDT - Delay: 03-Nov-2021, 08:33

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/10/2021.

Nov 10, 2021 1:18 PM PST - PR14676 - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 15-Nov-2021

Nov 11, 2021 6:36 AM PST - Delay: 11-Nov-2021, 06:36

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/18/2021.

Nov 19, 2021 7:09 AM PST - Dallaire, Nicole - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 26-Nov-2021

Nov 23, 2021 8:36 AM PST - Delay: 23-Nov-2021, 08:36

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/30/2021.

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Nov 29, 2021 4:26 AM PST - Delay: 29-Nov-2021, 04:26

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/02/2021.

Dec 3, 2021 6:16 AM PST - PR14676 - Note: HireRight has contacted the vendor for an updated status of the request.

Dec 3, 2021 6:26 AM PST - PR14676 - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 08-Dec-2021

Dec 6, 2021 8:27 AM PST - Delay: 06-Dec-2021, 08:27

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/13/2021.

Dec 6, 2021 8:52 AM PST - Delay: 06-Dec-2021, 08:52

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/13/2021.

1.) Case Nbr.: 04CR2014201**Comments:****Identifiers:** Confirmation: Name, Date Of Birth, Address. NAME ON FILE**Count:** 1 **Severity:** Felony**Offense Date:** Aug 20, 2004 **Disp. Date:** Mar 21, 2005**Offense:** Robbery**File Date:** Aug 20, 2004**Disposition:** Guilty ?**Sentence:** Sentence: 24 months probation terminated satisfactory 03/15/2007; court (circuit);

***-**-5722

ADJUDICATION 3.0

Rudolph-Kimble v. Roundy's Illinois, LLC d/b/a Mariano's
N.D. Ill. Case No. 22-cv-02717

CONFIDENTIAL
D000137

Managed Adjudication 3.0**Result:****Complete¹****Time Completed:** Dec 15, 2021 7:51 PM PST

***-**-5722

SSN VALIDATION**SSN Validation****Result:****Complete - SSN has been issued by the SSA and not found in Death Master Index¹****Time Completed:** Oct 19, 2021 1:25 PM PDT

Social Security # ***-**-5722 is valid. Issued in Illinois Between 1986 and 1989

ACTIVITY LOG

ACTIVITY	DATE/TIME	PERFORMED BY	RECIPIENT	RESULT
Report Submitted	Oct 19, 2021 1:24 PM PDT	Mariano's		
Background Report opened	Oct 19, 2021 1:25 PM PDT	Applicant		
Adjudicated	Dec 15, 2021 7:51 PM PST	HireRight		Hold
Email Notification	Dec 15, 2021 7:51 PM PST	HireRight System	Mariano's	Does Not Meet Company Standards

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

All times listed in America/Los_Angeles timezone

The Activity Log above may reflect activity for this screening report. E-mail notifications, if configured by the company that requested the report, may have been sent by or through HireRight to an authorized company-user (shown as the "Recipient"). Some adjudication history entries and related e-mail notifications, if any, indicate whether an initial determination was made regarding whether the report satisfied the company's hiring criteria (shown in the "Result" column), including any preliminary status Result of "Meets" or "Does Not Meet" company standards. Sometimes a company's final adjudication determination may change from its initial determination. Questions about the company's hiring decisions should be directed to the company.

LEGAL NOTES:

This report contains personal information, and should be handled at all times in accordance with your Service Agreement with HireRight and applicable law. Proper use of the content of this report, and final verification of the named individual's identity, are your responsibility.

Dec 15, 2021

[REDACTED] (PAA, TS-101921-5N3NK)
6237 S MERRIMAC AVE
CHICAGO, IL, 60638

Dear Candidate:

As part of its employment process, Mariano's obtains, or asks others acting on its behalf to obtain, consumer reports regarding Candidates. These reports assist them in evaluating individuals for employment as Mariano's team members.

We are enclosing a copy of the consumer report obtained in conjunction with your consideration for employment.

The information in the report was obtained from:

General Information Solutions LLC, a HireRight company ('HireRight')
Attn: Consumers Department
14002 E. 21st Street Suite 1200
Tulsa, OK 74134
Toll-free telephone no.: 866-521-6995 * (Monday - Friday, 7am to 7pm Central Time)
Toll-free fax no: (918) 664-5520 *
Email: customerservice@hireright.com
<http://www.hireright.com/dispute>

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the 'Customer Service' tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

We are also enclosing a copy of an information sheet summarizing your rights under the Fair Credit Reporting Act (FCRA) and other information about certain state laws.

Mariano's has or will be completing their review of this information and this matter within the next few days, and may take action based on the enclosed report.

You have the right to dispute the accuracy or completeness of any information contained in the report by contacting HireRight directly.

Thank you again for considering employment with Mariano's.

Sincerely,

HireRight on behalf of Mariano's

Enc:
Copy of Investigation Report
Summary of Rights Under FCRA

"This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it was accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report."

California Consumers: You may view the file maintained on you by HireRight during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at HireRight's offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone upon written request with proper identification. HireRight has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. If you would like additional information regarding your disclosure rights, you can request this information from HireRight by e-mail at customerservice@hireright.com, by telephone at 866-521-6995 or by mail at 100 Centerview Dr, Nashville, TN 37214.

"Este informe no garantiza la certeza ni la veracidad de la información en cuanto al sujeto de la investigación, pero sólo que fue copiado exactamente de archivos públicos. La información engendró a consecuencia del robo de la identidad, inclusive la evidencia de la actividad criminal, puede ser asociado inexactamente con el consumidor que es el sujeto del informe".

Los Consumidores de California: Usted puede ver el archivo mantenido en usted por HireRight durante horas de oficina normales. Usted puede obtener también una copia de este archivo, a someter identificación y pagar apropiados los costos de servicios de duplicación, apareciendo en oficinas de HireRight en la persona, durante horas de oficina normales y en la nota razonable, o por el correo; usted puede recibir también un resumen del archivo por teléfono sobre el pedido escrito con identificación apropiada. HireRight ha entrenado el personal disponible para explicarle su archivo a usted, inclusive información codificada. Si usted aparece en la persona, usted puede estar acompañado de uno otra persona, con tal de que persona proporcione identificación apropiada. Si usted querría información adicional con respecto a sus derechos de la revelación, usted puede solicitar esta información de HireRight por correo electrónico en customerservice@hireright.com, por teléfono en 866-521-6995 o por el correo en 100 Centerview Dr, Nashville, TN 37214.

**Prepared By:****HireRight, LLC**14002 E. 21st Street Suite 1200

Tulsa, OK 74134

PHONE: 866-521-6995**FAX:** 877-797-3442customerservice@hireright.com**Complete Report****Social Security Number:** ***-**-5722**DOB:** **/**/******Request #:** TS-101921-5N3NK

Turnaround time: 39.2 business days

Package: Criminal Approach Non-Ex**Requested By:****KRGFAMCO Generic User****Mariano's****531 / Mariano's**

1014 VINE STREET 8TH FLOOR

CINCINNATI, OH 45202






PHONE: +1 () -**E-MAIL:** noemail@hireright.com**Date Request Submitted:** Oct 19, 2021 1:24 PM PDT**Request Completion Date:** Dec 15, 2021 7:51 PM PST**Adjudication Status:** Hold**Adjudication Status Set:** Dec 15, 2021 7:51 PM PST**Job Location:** Western Springs, Illinois 60558, Cook, USA**App ID:** JA\$2663-24341453**Division Notification Email:** Morgan.Manor@roundys.com; Genna.Viso@roundys.com**Ref16-Location for Drug Test:** 00529**Candidate Age:** 34**Candidate ID:** 5124597879**Division:** 531**Location:** Western Springs**Requester Email:** nina.mcgee@kroger.com**Exempt/Non Exempt:** Non-Exempt**Job Title:** Front End Team Member - Mariano's

Product	Verification	Result	Adjudication Result
Criminal & Offense History	Cook, IL, USA	Complete - Court Record Found	Hold
Criminal & Offense History	Cook, IL USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Managed Adjudication 3.0	Managed Adjudication 3.0	Complete	Hold

CONFIDENTIAL

SSN Validation	SSN Validation	Complete - SSN has been issued by the SSA and not found in Death Master Index	Clear
NRMA Retail Theft Database	NRMA Retail Theft Database	Complete - Match Not Found	Clear
SSN Trace	*****5722	Complete - Data Found	Clear
Widescreen Plus National Criminal Search	Widescreen Plus National Criminal Search	Completed	Clear

Adjudication Results Summary**Kroger Non-Exempt 3.0 Managed Adjudication Guidelines (GL-KRGFM-001) v2.9**

Alert	Product	Status	Subrequest Adjudication	Product Adjudication
	SSN Validation	Completed	Clear	Undefined
	SS Trace/Credit	Completed	Clear	Undefined
	Court Records	Completed	Hold	Undefined
	Widescreen Plus National Criminal Search	Completed	Clear	Undefined
	NRMA Retail Theft Database	Completed	Clear	Undefined

***-**-5722

NRMA RETAIL THEFT DATABASE**NRMA Retail Theft Database****Result:****Complete - Match Not Found¹****Time Completed:** Oct 19, 2021 1:24 PM PDT**Location:** USA

***-**-5722

WIDESCREEN PLUS NATIONAL CRIMINAL SEARCH**Widescreen Plus National Criminal Search****Result:****Completed¹****Time Completed:** Oct 19, 2021 7:40 PM PDT

***-**-5722

COURT RECORDS**1. Criminal & Offense History (Variable Search Depth)****Complete - Court Record Found****Address(es):** Cook County, IL, USA**Location Searched:** Cook County, IL**Time Completed:** Dec 13, 2021 8:46 AM PST**Verified by:** QA-58370

HireRight Comments: Oct 19, 2021 7:40 PM PDT - Delay:

-----Reason: Court Delay: Cook County, IL - Court has a standard processing time of up to 10 business days.

Oct 26, 2021 6:36 AM PDT - Delay: 26-Oct-2021, 06:36

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/02/2021.

Nov 3, 2021 8:33 AM PDT - Delay: 03-Nov-2021, 08:33

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/10/2021.

Nov 10, 2021 1:18 PM PST - PR14676 - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 15-Nov-2021

Nov 11, 2021 6:36 AM PST - Delay: 11-Nov-2021, 06:36

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/18/2021.

Nov 19, 2021 7:09 AM PST - Dallaire, Nicole - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 26-Nov-2021

Nov 23, 2021 8:36 AM PST - Delay: 23-Nov-2021, 08:36

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/30/2021.

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Nov 29, 2021 4:26 AM PST - Delay: 29-Nov-2021, 04:26

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/02/2021.

Dec 3, 2021 6:16 AM PST - PR14676 - Note: HireRight has contacted the vendor for an updated status of the request.

Dec 3, 2021 6:26 AM PST - PR14676 - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 08-Dec-2021

Dec 6, 2021 8:27 AM PST - Delay: 06-Dec-2021, 08:27

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/13/2021.

Dec 6, 2021 8:52 AM PST - Delay: 06-Dec-2021, 08:52

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/13/2021.

1.) Case Nbr.: 04CR2014201**Comments:****Identifiers:** Confirmation: Name, Date Of Birth, Address. NAME ON FILE [REDACTED]**Count:** 1**Severity:** Felony**Offense Date:** Aug 20, 2004**Disp. Date:** Mar 21, 2005**Offense:** Robbery**File Date:** Aug 20, 2004**Disposition:** Guilty **Sentence:** Sentence: 24 months probation terminated satisfactory 03/15/2007; court (circuit);

[REDACTED], ***-**-5722

ADJUDICATION 3.0Rudolph-Kimble v. Roundy's Illinois, LLC d/b/a Mariano's
N.D. Ill. Case No. 22-cv-02717CONFIDENTIAL
D000144

Managed Adjudication 3.0**Result:****Complete¹****Time Completed:** Dec 15, 2021 7:51 PM PST

***-**-5722

SSN VALIDATION**SSN Validation****Result:****Complete - SSN has been issued by the SSA and not found in Death Master Index¹****Time Completed:** Oct 19, 2021 1:25 PM PDT

Social Security # ***-**-5722 is valid. Issued in Illinois Between 1986 and 1989

ACTIVITY LOG

ACTIVITY	DATE/TIME	PERFORMED BY	RECIPIENT	RESULT
Report Submitted	Oct 19, 2021 1:24 PM PDT	Mariano's		
Background Report opened	Oct 19, 2021 1:25 PM PDT	Applicant		
Adjudicated	Dec 15, 2021 7:51 PM PST	HireRight		Hold
Email Notification	Dec 15, 2021 7:51 PM PST	HireRight System	Mariano's	Does Not Meet Company Standards

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

All times listed in America/Los_Angeles timezone

The Activity Log above may reflect activity for this screening report. E-mail notifications, if configured by the company that requested the report, may have been sent by or through HireRight to an authorized company-user (shown as the "Recipient"). Some adjudication history entries and related e-mail notifications, if any, indicate whether an initial determination was made regarding whether the report satisfied the company's hiring criteria (shown in the "Result" column), including any preliminary status Result of "Meets" or "Does Not Meet" company standards. Sometimes a company's final adjudication determination may change from its initial determination. Questions about the company's hiring decisions should be directed to the company.

LEGAL NOTES:

This report contains personal information, and should be handled at all times in accordance with your Service Agreement with HireRight and applicable law. Proper use of the content of this report, and final verification of the named individual's identity, are your responsibility.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your Federal rights contact:

TYPE OF BUSINESS:	PLEASE CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission:

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b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut St., Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area Supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

(CALIFORNIA APPLICANTS ONLY)
CALIFORNIA CONSUMER RIGHTS
UNDER CALIFORNIA CIVIL CODE SECTIONS 1786.10, ET SEQ.

You have rights when an investigative consumer report is obtained on you. The following are some of your rights:

1. You have the right to contact the agency that made the report. You can do this in one of the following ways:
 - (a) You can go to the agency in person during the normal business hours and on reasonable notice. You can bring someone with you. You and that person may be required to present identification. You may be required to sign a paper allowing the agency to discuss your file with or to show your file to this person.
 - (b) You may receive your file by certified mail, if you have given written notice to the agency that you want information

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mailed to you or to another person you want to receive the file. You will be required to provide identification when you write for your file.

(c) You may be able to discuss your file over the telephone if you have given written instructions to the agency and have provided identification.

2. You have the right to receive a copy of your file or your investigative consumer report at the agency. You may be charged up to \$8.00 to obtain a copy of your report or file. However, you may receive a free copy if:

(a) Once during a twelve month period if you are unemployed and intend to seek employment within sixty (60) days or you receive public welfare assistance or you believe your file contains inaccurate information because of fraud.

(b) If you are receiving a copy from the agency relating to an investigation into the accuracy of information you have disputed or if information is put back into your file.

3. You have the right to know the following information:

(a) The names of the persons and companies who have received a report about you in the last three (3) years. You may request their addresses and telephone numbers.

(b) Explanations of any codes or abbreviations used in your report, so you can understand the report.

4. You have the right to dispute any information in your file. You must contact the agency directly to do so. The person who ordered a report is required to give you the name and address of the agency.

(a) The agency has thirty (30) days from the day it receives your dispute to complete the investigation.

(b) When the agency is done with the investigation, it must tell you of any changes made in the report as a result of the investigation.

(c) If the investigation does not remove the information disputed by you, you have the right to place your statement of the facts in your file. The agency has people to help you write the statement. The agency may limit your statement to five hundred (500) words.

(d) If information is removed or you add a statement to your file, you can request the agency to send the report, as changed or with your statement, to anyone who received the information in the last two (2) years.

(e) If information that is removed from your files is placed back in your file, you are entitled to receive written notice of that fact and you have the right to dispute the information added.

5. You also have rights under federal law in regard to your report. A copy of those rights is given to you with this California statement of consumer rights. Many of these rights are also included within California law.

(SOLO PARA SOLICITANTES DE CALIFORNIA)
DERECHOS DEL CONSUMIDOR EN CALIFORNIA
EN VIRTUD DE LAS SECCIONES DEL CÓDIGO CIVIL DE CALIFORNIA 1786.10, ET SEQ.
(CALIFORNIA CIVIL CODE SECTIONS 1786.10, ET SEQ.)

Usted tiene derechos cuando un reporte de investigación del consumidor es obtenido respecto a usted. Los siguientes son algunos de sus derechos:

1. Usted tiene derecho de contactar la agencia que hizo el reporte y puede hacer esto de las maneras siguientes:

(a) Puede ir a la agencia en persona durante horas normales de trabajo y en la nota razonable. Puede traer a un acompañante. Usted y esa persona debe traer una identificación. Es posible que tenga que firmar un documento en el que usted dará derecho a la agencia de discutir lo que está en su archivo o de mostrar el archivo a la persona que lo acompaña.

(b) Usted puede recibir su archivo por correspondencia certificada si es que avisó a la agencia por escrito que desea información por carta o desea que otra persona reciba su archivo. Por lo tanto, usted deberá proveer una identificación cuando solicite la información.

(c) Usted podrá platicar respecto a su archivo por teléfono si es que dió instrucciones por escrito a la agencia y presentó una identificación.

2. Usted tiene derecho de recibir una copia de su archivo o de su reporte de investigación del consumidor en la agencia y se le puede cobrar hasta 8.00 dólares para obtener una copia de su reporte o archivo. De cualquier manera, usted podrá recibir una copia gratis en las siguientes circunstancias:

(a) Si es que durante doce meses usted está desempleado o tiene intenciones de buscar empleo durante 60 días o si usted recibe asistencia pública o cree que su archivo contiene información incorrecta debido a fraude.

(b) Si usted recibe una copia de la agencia relacionada con la investigación para verificar la exactitud de la información

que usted reportó o si es que la información fuè regresada a su archivo.

3. Usted tiene derecho de saber la siguiente información:

(a) Los nombres de personas y de compañías quienes han recibido un reporte respecto a usted en los últimos 3 años y puede solicitar sus domicilios y números de teléfono.

(b) Usted puede solicitar que se le explique códigos o abreviaciones utilizadas en su reporte para que usted lo pueda comprender con más claridad.

4. Usted tiene derecho de reclamar cualquier información que esté en su archivo pero deberá contactar a la agencia directamente. La persona que ordenó el reporte deberá darle a usted el nombre y domicilio de la agencia.

(a) La agencia tiene 30 días para completar la investigación.

(b) Una vez terminada la investigación, la agencia debe informarle a usted de cualquier cambio que se haya hecho al reporte como resultado de la investigación.

(c) Si es que la investigación no elimina información reportada por usted, entonces tiene derecho de agregar su declaración en el archivo. La agencia tiene personal que le puede ayudar a escribir su declaración siempre y cuando no exceda quinientas (500) palabras.

(d) Si usted elimina o agrega información a su archivo puede pedirle a la agencia que mande el reporte como "Cambiado" o con su declaración a cualquiera que haya recibido la información en los últimos dos años.

(e) Si hay información que fuè eliminada de su archivo y después vuelta a poner, usted tiene derecho a recibir por escrito lo sucedido y tiene derecho a reclamar la información agregada.

5. También tiene derechos bajo la ley federal respecto a su reporte. Se le dará una copia de esos derechos con esta declaración de derechos del consumidor de California.

(MASSACHUSETTS APPLICANTS ONLY)

INFORMATION CONCERNING THE PROCESS IN CORRECTING A CRIMINAL RECORD

1. If you have undergone a background check by an agency that has received a criminal record from the Department of Criminal Justice Information Systems (DCJIS), you may ask the agency to provide you with a copy of the criminal record. You may also request a copy of your adult criminal record from the Department of Criminal Justice Information Services, 200 Arlington Street, Suite 2200, Chelsea, MA 02150 or by calling (617)660-4640 or go to the [Massachusetts iCORI service](#).
2. The DCJIS charges \$25.00 fee to provide an individual with a copy of his/her criminal record. You may complete an affidavit of indigency and request that the DCJIS waive the fee.
3. Upon receipt, review the record. If you need assistance in interpreting the entries or dispositions, please contact the Constituent Assistance and Research Unit at 617.660.4640 between 8:00AM and 6:00PM Eastern Time, Monday - Friday or via email at iCORI.INFO@state.ma.us
4. The DCJIS does not offer "walk-in" service but you may call our Legal Division at (617)660-4760 for assistance or the CARI Unit of the Office of the Commissioner of Probation at (617)727-5300.
5. If you believe that a case is opened on your record that should be marked closed, you may contact the Office of the Commissioner of Probation Department at the court where the charges were brought and request that the case(s) be updated.
6. If you believe that a disposition is incorrect, contact the Chief Probation Officer at the court where the charges were brought or the CARI Unit at the Office of the Commissioner of Probation and report that the court incorrectly entered a disposition on your criminal record.
7. If you believe that someone has stolen or improperly used your identity and were arraigned on criminal charges under your name, you may contact the Office of the Commissioner of Probation CARI Unit or the Chief Probation Officer in the court where the charges were brought. For a listing of courthouses and telephone numbers please click [here](#).
8. In some situations of identity theft, you may need to contact the DCJIS to arrange to have fingerprints analysis conducted.
9. If there is a warrant currently outstanding against you, you need to appear at the court and ask that the warrant be recalled. You cannot do this over the telephone.
10. If you believe that an employer, volunteer agency, housing agency or municipality has been provided with a criminal record that does not pertain to you, the agency should contact the CORI Unit for assistance at (617)660-4640.

(MASSACHUSETTS APPLICANTS ONLY)

A Summary of Your Rights

Under Massachusetts General Law CH. 93 § 62(A)

If a credit report was reviewed or taken into account in the adverse action decision:

You have the right to obtain a free copy of your credit report within sixty days from the consumer credit reporting agency which has been identified on this notice. The consumer credit reporting agency must provide someone to help you interpret the information on your credit report. Each calendar year you are entitled to receive, upon request, one free consumer report.

You have the right to dispute inaccurate information by contacting the consumer credit reporting agency directly. If you have notified a consumer credit reporting agency in writing that you dispute the accuracy of information in your file, the agency must then, within thirty business days, reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a statement to the consumer credit reporting agency, to be kept in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about the disputed information in a report it issues about you.

The consumer reporting agency that provided the credit report is:

HireRight, LLC.
100 Centerview Dr
Nashville, TN 37214
Phone: 866-521-6995*
Fax: 877-797-3442*
E-mail: customerservice@hireright.com

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the "Customer Service" tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

(NEW JERSEY APPLICANTS ONLY)
A Summary of Your Rights
Under New Jersey's Fair Credit Reporting Act

Under the New Jersey Fair Credit Reporting Act (NJFCRA or the "Act"), an employer, before taking adverse employment action, is required to provide the applicant or employee with a summary of their rights under the Act with respect to consumer reports or investigative consumer reports obtained for employment purposes from a consumer reporting agency (CRA). This Summary is intended to serve that purpose.

You can find the complete text of the NJCRA, N.J. Stat. §§56:11-29 - 56:11-41, at the New Jersey State Legislature's web site (<http://www.njleg.state.nj.us/>). You may have additional rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the Internet at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must consent to the procurement for employment purposes of a report about you.** Before an employer can obtain a report about you from a CRA, the employer must provide you with notice that it will request the report and obtain your consent to that request. A CRA may not give out information about you to your employer, or prospective employer, without your written consent.
- **You must be told if information in your file has been used against you for employment purposes.** An employer who uses information from a consumer or investigative consumer report to take action against you - such as denying an application for employment or terminating employment - must tell you that its decision is based in whole or in part on the report. The employer also must provide you with a description of your rights under the NJCRA and a reasonable opportunity to dispute with the CRA any information on which the employer relied.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file and a list of everyone who has recently requested your file. These disclosures may be made in person, over the telephone or by any other reasonable method available to the CRA.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the disputed items, free of charge, within 30 days, unless the CRA determines that the dispute is frivolous or irrelevant. The CRA must give you a written report of the investigation. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files within 30 days after you dispute it. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the business name and address.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may sue them in state court.

(NEW YORK APPLICANTS ONLY)
NEW YORK CORRECTION LAW
ARTICLE 23-A

**LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY
CONVICTED OF ONE OR MORE CRIMINAL OFFENSES**

Section 750. Definitions.

751. Applicability.

752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

753. Factors to be considered concerning a previous criminal conviction; presumption.n.

754. Written statement upon denial of license or employment.

755. Enforcement.

§750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.

(f) The seriousness of the offense or offenses.

(g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.

(h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§755. Enforcement.

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

(WASHINGTON APPLICANTS ONLY)
A Summary of Your Rights
Under Washington's Fair Credit Reporting Act

Under the Washington state Fair Credit Reporting Act (WFCRA or the "Act"), an employer, before taking adverse employment action, is required to provide the applicant or employee with a summary of their rights under the Act with respect to consumer reports or investigative consumer reports obtained for employment purposes from a consumer reporting agency (CRA). This Summary is intended to serve that purpose.

You can find the complete text of the WFCRA, Wash. Rev. Code §§19.182.005-19.182.902, at the Washington State Legislature's web site (<http://www.leg.wa.gov>). You may have additional rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the Internet at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must consent to the procurement for employment purposes of a report about you.** Before an employer can obtain a report about you from a CRA, the employer must provide you with notice that it will request the report and obtain your consent to that request. A CRA may not give out information about you to your employer, or prospective employer, without your written consent.
- **You must be told if information in your file has been used against you for employment purposes.** An employer who uses information from a consumer or investigative consumer report to take action against you - such as denying an application for employment or terminating employment - must tell you that its decision is based in whole or in part on the report and give you the name, address and phone number of the CRA that provided the report. The employer also must provide you with a description of your rights under the WFCRA and a reasonable opportunity to dispute with the CRA any information on which the employer relied.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file (except that medical information may be withheld), and a list of everyone who has recently requested your file. These disclosures may be made in person, over the telephone or by any other reasonable method available to the CRA. At your request, any medical information contained in your file will be disclosed to the healthcare provider of your choice.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the disputed items, free of charge, within 30 business days, unless the CRA determines that the dispute is frivolous or irrelevant. The CRA must give you a written report of the investigation. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files within 30 business days after you dispute it. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the business name and address.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the WFCRA, you may sue them in state court.

Dec 27, 2021

[REDACTED] AAA, TS-101921-5N3NK)
6237 S MERRIMAC AVE
CHICAGO, IL, 60638

Dear Candidate:

Based on information contained in a recently obtained consumer report on you, Mariano's has elected to terminate your employment application process and not hire you, revoke your conditional offer of employment, or take some other negative employment-related action. The information in the report that was previously sent to you was obtained from:

General Information Solutions LLC, a HireRight company ('HireRight')
Attn: Consumers Department
14002 E. 21st Street Suite 1200
Tulsa, OK 74134
Toll-free telephone no.: 866-521-6995 * (Monday - Friday, 7am to 7pm Central Time)
Toll-free fax no: (918) 664-5520 *
Email: customerservice@hireright.com
<http://www.hireright.com/dispute>

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the 'Customer Service' tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

HireRight did not make the decision not to hire you or to discontinue your employment, and is unable to provide you with specific reasons why you were not hired or your employment was discontinued.

You have been provided with an opportunity to dispute the accuracy or completeness of any information contained in the report by contacting the courts in which the information was obtained.

Thank you again for considering employment with Mariano's.

Sincerely,

HireRight on behalf of Mariano's

Chris Griesmeyer

From: Chovanec, Meghan M
Sent: Monday, January 3, 2022 1:14 PM
To: Flesher, Lindsay; RD 00529 PSM; RD 00529 Store Manager
Cc: Offenbacher, Jessica K; Fickau, Nicole M; Joosten, Henricus
Subject: RE: ACTION REQUIRED--BG Check Term [REDACTED]
Attachments: [REDACTED].pdf

Afternoon All-

This is complete with documentation attached above.

Best,

Meghan Chovanec

People Services Manager

9700 Gilbert Ave. Western Springs, IL.

Email: Meghan.Chovanec@Marianos.com | Cell: (708) 246-6210

♥ Everyone Friendly & Caring ♥ Everything Fresh ♥ Uplift Every Way ♥ Improve Every Day



From: Flesher, Lindsay
Sent: Monday, January 3, 2022 10:14 AM
To: RD 00529 PSM <RD00529PSM@Marianos.com>; RD 00529 Store Manager <RD00529StoreManager@Marianos.com>
Cc: Offenbacher, Jessica K <Jessica.Offenbacher@roundys.com>; Fickau, Nicole M <Nicole.Fickau@roundys.com>; Joosten, Henricus <henricus.joosten@kroger.com>
Subject: ACTION REQUIRED--BG Check Term [REDACTED]
Importance: High

NOTE: THIS EMAIL IS FOR NOTIFICATION PURPOSES ONLY TO STORE LEADERS. IT SHOULD NOT BE PRINTED AND GIVEN TO THE ASSOCIATE.

As you are aware, all new hires are on-boarded pending the outcome of a successful criminal background.

We received the criminal background check results for: [REDACTED]

Please communicate the following message to him/her prior to his/her next shift:

SCRIPT: "Due to the results of your background, you will no longer be eligible for employment with the Company. Your employment was contingent on the company receiving satisfactory results of a suitable background check. We appreciate your interest in working for the company. If you have questions regarding the findings of the background check you may contact HireRight 866-521-6995. If you have questions about the employment decision, you may contact Lindsay Flesher, Associate Relations Manager, at 414-231-7337."

After speaking with the team member:

1. Please term the associate using term code 74-Failed Background Check Post Hire (not eligible for rehire).
2. Reply all to this email letting us know this has been completed and attach the contingent hiring offer the associate signed.
3. Print this email and place in the associate's file (do not provide written documentation or this email to the associate).

If you have any questions or concerns, please feel free to reach out.

Thank you.

Lindsay Flesher

Associate Relations Manager

875 E. Wisconsin Ave. | Milwaukee, WI 53202

Office: 414-231-7337 | Cell: 224-240-8595

Email: Lindsay.Flesher@kroger.com



EXHIBIT I

AP

Personal Details

Name

?

^

Start Date

10/21/21

Last Name

First Name

Middle Name

L

Demographic Info

+ Add

^

Country

United States

Gender

Female

Ethnicity

☐ I am Hispanic or Latino.

Highest Education Level

Veteran Self-Identification Status

Select the races you identify with.

☐ American Indian or Alaska Native

☐ Asian

☐ Black or African American

☐ Native Hawaiian or other Pacific Islander

☒ White

Disabled Veteran

☐

Active Duty Wartime or Campaign Badge Veterans

☐

Armed Forces Service Medal Veteran

☐

Recently Separated Veteran

☐

Newly Separated Veteran Discharge Date

Start Date

10/21/21

National Identifiers

^

Biographical Info

^

EXHIBIT J



EUID:	<u>MC 86701</u>
Name (Last, First):	[REDACTED]
DOCUMENT TYPE:	<u>Policy Acknowledgement Forms</u>
Division # / Store #:	<u>531-513</u>

Offer Acceptance Acknowledgements

Background and Drug Screen Acknowledgement

OWN GROCEERY H 151 #1250

The Company, at its sole discretion, may elect in certain circumstances to have a candidate begin working in his/her intended role prior to receiving the results from his/her background check and/or drug screen. In the event the Company elects to do that, it may nonetheless terminate any individual who the Company learns has not attained satisfactory results on his/her background check and/or drug screen.

You acknowledge and agree that if the Company elects to allow you to begin working in your intended role prior to receiving the results of your background check and/or drug screen (whether the Company expressly tells you that it is allowing you to do so or not), your employment may be terminated if you do not attain satisfactory results on your background check and/or drug screen.

- ☐ I prefer not to begin working prior to the Company receiving the results of my background check and/or drug screen.

Acknowledged By:

[REDACTED]

(Signature)

[REDACTED]

(Printed Name)

11/18/21

(Date)

Background Information

Our company contracts GIS (General Information Systems) to conduct background screening/drug testing for our applicants. Some government agencies and other information sources require the following information when checking for records. GIS will not use it for any other purposes. It may be necessary for GIS to reach out to you for further information during the background screening process.

Date of Birth [REDACTED] 2000
(mm/dd/yyyy)

Social Security Number [REDACTED]
(xxx-xx-xxxx)

"This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it was accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report."

California Consumers: You may view the file maintained on you by HireRight during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at HireRight's offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone upon written request with proper identification. HireRight has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. If you would like additional information regarding your disclosure rights, you can request this information from HireRight by e-mail at customerservice@hireright.com, by telephone at 866-521-6995 or by mail at 100 Centerview Dr, Nashville, TN 37214.

"Este informe no garantiza la certeza ni la veracidad de la información en cuanto al sujeto de la investigación, pero sólo que fue copiado exactamente de archivos públicos. La información engendró a consecuencia del robo de la identidad, inclusive la evidencia de la actividad criminal, puede ser asociado inexactamente con el consumidor que es el sujeto del informe".

Los Consumidores de California: Usted puede ver el archivo mantenido en usted por HireRight durante horas de oficina normales. Usted puede obtener también una copia de este archivo, a someter identificación y pagar apropiados los costos de servicios de duplicación, apareciendo en oficinas de HireRight en la persona, durante horas de oficina normales y en la nota razonable, o por el correo; usted puede recibir también un resumen del archivo por teléfono sobre el pedido escrito con identificación apropiada. HireRight ha entrenado el personal disponible para explicarle su archivo a usted, inclusive información codificada. Si usted aparece en la persona, usted puede estar acompañado de uno otra persona, con tal de que persona proporcione identificación apropiada. Si usted querría información adicional con respecto a sus derechos de la revelación, usted puede solicitar esta información de HireRight por correo electrónico en customerservice@hireright.com, por teléfono en 866-521-6995 o por el correo en 100 Centerview Dr, Nashville, TN 37214.

**Prepared By:****HireRight, LLC**14002 E. 21st Street Suite 1200

Tulsa, OK 74134

PHONE: 866-521-6995**FAX:** 877-797-3442customerservice@hireright.com**Complete Report****Social Security Number:** ***-**-7132**DOB:** **/**/******Request #:** TS-111821-GV672

Turnaround time: 8.4 business days

Package: Criminal Approach Non-Ex**Requested By:****KRGFAMCO Generic User****Mariano's****531 / Mariano's**

1014 VINE STREET 8TH FLOOR

CINCINNATI, OH 45202






PHONE: +1 () -**E-MAIL:** noemail@hireright.com**Date Request Submitted:** Nov 18, 2021 12:47 PM PST**Request Completion Date:** Dec 2, 2021 11:56 PM PST**Adjudication Status:** Hold**Adjudication Status Set:** Dec 2, 2021 11:56 PM PST**Job Location:** Wheaton, Illinois 60187, Dupage, USA**App ID:** JA\$2663-24514469**Division Notification Email:** Morgan.Manor@roundys.com; Genna.Viso@roundys.com**Ref16-Location for Drug Test:** 00513**Candidate Age:** 21**Candidate ID:** 5124670441**Division:** 531**Location:** Wheaton**Requester Email:** andrew.winfree@kroger.com**Exempt/Non Exempt:** Non-Exempt**Job Title:** Front End Team Member - Mariano's

Product	Verification	Result	Adjudication Result
Applicant Self-Reported Information		No Records Self Reported	
Criminal & Offense History	Glen Ellyn, Dupage, IL, USA Dupage, IL, USA	Complete - Court Record Found	Hold
Managed Adjudication 3.0	Managed Adjudication 3.0	Complete	Hold

CONFIDENTIAL

SSN Validation	SSN Validation	Complete - SSN has been issued by the SSA and not found in Death Master Index	Clear
NRMA Retail Theft Database	NRMA Retail Theft Database	Complete - Match Not Found	Clear
SSN Trace	*****7132	Complete - Data Found	Clear
Widescreen Plus National Criminal Search	Widescreen Plus National Criminal Search	Completed	Clear

Adjudication Results Summary**Kroger Non-Exempt 3.0 Managed Adjudication Guidelines (GL-KRGFM-001) v3**

Alert	Product	Status	Subrequest Adjudication	Product Adjudication
	SSN Validation	Completed	Clear	Undefined
	SS Trace/Credit	Completed	Clear	Undefined
	Court Records	Completed	Hold	Undefined
	Widescreen Plus National Criminal Search	Completed	Clear	Undefined
	NRMA Retail Theft Database	Completed	Clear	Undefined

***-**-7132

NRMA RETAIL THEFT DATABASE**NRMA Retail Theft Database****Result:****Complete - Match Not Found ¹****Time Completed:** Nov 18, 2021 12:47 PM PST**Location:** USA

--7132

WIDESCREEN PLUS NATIONAL CRIMINAL SEARCH**Widescreen Plus National Criminal Search****Result:****Completed ¹****Time Completed:** Nov 18, 2021 10:18 PM PST

***-**-7132

COURT RECORDS**Applicant Self-Reported Information**

No Records Self-Reported

1. Criminal & Offense History (Variable Search Depth)**Complete - Court Record Found**

Address(es): Glen Ellyn, Dupage County, IL, USA
Dupage County, IL, USA

Location Searched: Glen Ellyn, Dupage County, IL
Dupage County, IL

Time Completed: Dec 1, 2021 11:13 PM PST

Verified by: QA-64193

HireRight Comments: Nov 18, 2021 12:47 PM PST - Note:

-----Reason: Du Page County, IL - Average court turnaround time is currently 2 business days.

Nov 18, 2021 2:42 PM PST - Delay: 18-Nov-2021, 14:42

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/24/2021.

Nov 23, 2021 9:12 PM PST - Delay: 23-Nov-2021, 21:12

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/30/2021.

Nov 30, 2021 5:06 AM PST - PR61977 - Delay:

-----Reason: Additional Research is Required to Complete This Request


-----Estimated Completion Date: 06-Dec-2021

1.) Case Nbr.: 2018CM001648

Comments:

Identifiers: Confirmation: Name, Date Of Birth, Address. NAME ON FILE (

CONFIDENTIAL

Count: 1
Offense Date: Aug 1, 2018
Offense: Retail Theft - Possess Displayed Merchandise - Not Exceeding \$300
Disposition: Guilty 
Sentence: \$283.00 fine; \$107.94 restitution; 1 year of conditional discharge; 5 days of sheriff's work alternative program; 10/06/2020- conditional discharge satisfactorily terminated; all information reported according to public access terminal; found in: du page, il - circuit court

Severity: Misdemeanor
Disp. Date: Jul 22, 2019

***-**-7132

ADJUDICATION 3.0**Managed Adjudication 3.0****Result:****Complete ¹****Time Completed:** Dec 2, 2021 11:56 PM PST

***-**-7132

SSN VALIDATION**SSN Validation****Result:** **Complete - SSN has been issued by the SSA and not found in Death Master Index ¹****Time Completed:** Nov 18, 2021 12:47 PM PST

Social Security # ***-**-7132 is valid. Issued in Illinois Between 2000 and 2003

ACTIVITY LOG

ACTIVITY	DATE/TIME	PERFORMED BY	RECIPIENT	RESULT
Report Submitted	Nov 18, 2021 12:47 PM PST	Mariano's		
Adjudicated	Dec 2, 2021 11:56 PM PST	HireRight		Hold
Email Notification	Dec 2, 2021 11:56 PM PST	HireRight System	Mariano's	Does Not Meet Company Standards

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

All times listed in America/Los_Angeles timezone

The Activity Log above may reflect activity for this screening report. E-mail notifications, if configured by the company that requested the report, may have been sent by or through HireRight to an authorized company-user (shown as the "Recipient"). Some adjudication history entries and related e-mail notifications, if any, indicate whether an initial determination was made regarding whether the report satisfied the company's hiring criteria (shown in the "Result" column), including any preliminary status Result of "Meets" or "Does Not Meet" company standards. Sometimes a company's final adjudication determination may change from its initial determination. Questions about the company's hiring decisions should be directed to the company.

LEGAL NOTES:

This report contains personal information, and should be handled at all times in accordance with your Service Agreement with HireRight and applicable law. Proper use of the content of this report, and final verification of the named individual's identity, are your responsibility.

Dec 2, 2021

[REDACTED] (PAA, TS-111821-GV672)
506 GLENDALE AVE
GLEN ELLYN, IL, 60137

Dear Candidate:

As part of its employment process, Mariano's obtains, or asks others acting on its behalf to obtain, consumer reports regarding Candidates. These reports assist them in evaluating individuals for employment as Mariano's team members.

We are enclosing a copy of the consumer report obtained in conjunction with your consideration for employment.

The information in the report was obtained from:

General Information Solutions LLC, a HireRight company ('HireRight')
Attn: Consumers Department
14002 E. 21st Street Suite 1200
Tulsa, OK 74134
Toll-free telephone no.: 866-521-6995 * (Monday - Friday, 7am to 7pm Central Time)
Toll-free fax no: (918) 664-5520 *
Email: customerservice@hireright.com
<http://www.hireright.com/dispute>

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the 'Customer Service' tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

We are also enclosing a copy of an information sheet summarizing your rights under the Fair Credit Reporting Act (FCRA) and other information about certain state laws.

Mariano's has or will be completing their review of this information and this matter within the next few days, and may take action based on the enclosed report.

You have the right to dispute the accuracy or completeness of any information contained in the report by contacting HireRight directly.

Thank you again for considering employment with Mariano's.

Sincerely,

HireRight on behalf of Mariano's

Enc:
Copy of Investigation Report
Summary of Rights Under FCRA

"This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it was accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report."

California Consumers: You may view the file maintained on you by HireRight during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at HireRight's offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone upon written request with proper identification. HireRight has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. If you would like additional information regarding your disclosure rights, you can request this information from HireRight by e-mail at customerservice@hireright.com, by telephone at 866-521-6995 or by mail at 100 Centerview Dr, Nashville, TN 37214.

"Este informe no garantiza la certeza ni la veracidad de la información en cuanto al sujeto de la investigación, pero sólo que fue copiado exactamente de archivos públicos. La información engendró a consecuencia del robo de la identidad, inclusive la evidencia de la actividad criminal, puede ser asociado inexactamente con el consumidor que es el sujeto del informe".

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**Prepared By:****HireRight, LLC**14002 E. 21st Street Suite 1200

Tulsa, OK 74134

PHONE: 866-521-6995**FAX:** 877-797-3442customerservice@hireright.com**Complete Report****Social Security Number:** ***-**-7132**DOB:** **/**/******Request #:** TS-111821-GV672

Turnaround time: 8.4 business days

Package: Criminal Approach Non-Ex**Requested By:****KRGFAMCO Generic User****Mariano's****531 / Mariano's**

1014 VINE STREET 8TH FLOOR

CINCINNATI, OH 45202






PHONE: +1 () -**E-MAIL:** noemail@hireright.com**Date Request Submitted:** Nov 18, 2021 12:47 PM PST**Request Completion Date:** Dec 2, 2021 11:56 PM PST**Adjudication Status:** Hold**Adjudication Status Set:** Dec 2, 2021 11:56 PM PST**Job Location:** Wheaton, Illinois 60187, Dupage, USA**App ID:** JA\$2663-24514469**Division Notification Email:** Morgan.Manor@roundys.com; Genna.Viso@roundys.com**Ref16-Location for Drug Test:** 00513**Candidate Age:** 21**Candidate ID:** 5124670441**Division:** 531**Location:** Wheaton**Requester Email:** andrew.winfree@kroger.com**Exempt/Non Exempt:** Non-Exempt**Job Title:** Front End Team Member - Mariano's

Product	Verification	Result	Adjudication Result
Applicant Self-Reported Information		No Records Self Reported	
Criminal & Offense History	Glen Ellyn, Dupage, IL, USA Dupage, IL, USA	Complete - Court Record Found	Hold
Managed Adjudication 3.0	Managed Adjudication 3.0	Complete	Hold

CONFIDENTIAL

SSN Validation	SSN Validation	Complete - SSN has been issued by the SSA and not found in Death Master Index	Clear
NRMA Retail Theft Database	NRMA Retail Theft Database	Complete - Match Not Found	Clear
SSN Trace	*****7132	Complete - Data Found	Clear
Widescreen Plus National Criminal Search	Widescreen Plus National Criminal Search	Completed	Clear

Adjudication Results Summary**Kroger Non-Exempt 3.0 Managed Adjudication Guidelines (GL-KRGFM-001) v3**

Alert	Product	Status	Subrequest Adjudication	Product Adjudication
	SSN Validation	Completed	Clear	Undefined
	SS Trace/Credit	Completed	Clear	Undefined
	Court Records	Completed	Hold	Undefined
	Widescreen Plus National Criminal Search	Completed	Clear	Undefined
	NRMA Retail Theft Database	Completed	Clear	Undefined

***-**-7132

NRMA RETAIL THEFT DATABASE**NRMA Retail Theft Database****Result:****Complete - Match Not Found ¹****Time Completed:** Nov 18, 2021 12:47 PM PST**Location:** USA

--7132

WIDESCREEN PLUS NATIONAL CRIMINAL SEARCH**Widescreen Plus National Criminal Search****Result:****Completed ¹****Time Completed:** Nov 18, 2021 10:18 PM PST

***-**-7132

COURT RECORDS**Applicant Self-Reported Information**

No Records Self-Reported

1. Criminal & Offense History (Variable Search Depth)**Complete - Court Record Found**

Address(es): Glen Ellyn, Dupage County, IL, USA
Dupage County, IL, USA

Location Searched: Glen Ellyn, Dupage County, IL
Dupage County, IL

Time Completed: Dec 1, 2021 11:13 PM PST

Verified by: QA-64193

HireRight Comments: Nov 18, 2021 12:47 PM PST - Note:

-----Reason: Du Page County, IL - Average court turnaround time is currently 2 business days.

Nov 18, 2021 2:42 PM PST - Delay: 18-Nov-2021, 14:42

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Nov 30, 2021 5:06 AM PST - PR61977 - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 06-Dec-2021

1.) Case Nbr.: 2018CM001648

Comments:

Identifiers: Confirmation: Name, Date Of Birth, Address. NAME ON FILE

CONFIDENTIAL

Count: 1**Severity:** Misdemeanor**Offense Date:** Aug 1, 2018**Disp. Date:** Jul 22, 2019**Offense:** Retail Theft - Possess Displayed Merchandise - Not Exceeding \$300**Disposition:** Guilty **Sentence:** \$283.00 fine; \$107.94 restitution; 1 year of conditional discharge; 5 days of sheriff's work alternative program; 10/06/2020- conditional discharge satisfactorily terminated; all information reported according to public access terminal; found in: du page, il - circuit court

***-**-7132

ADJUDICATION 3.0**Managed Adjudication 3.0****Result:****Complete ¹****Time Completed:** Dec 2, 2021 11:56 PM PST

***-**-7132

SSN VALIDATION**SSN Validation****Result:** Complete - SSN has been issued by the SSA and not found in Death Master Index ¹**Time Completed:** Nov 18, 2021 12:47 PM PST

Social Security # ***-**-7132 is valid. Issued in Illinois Between 2000 and 2003

ACTIVITY LOG

ACTIVITY	DATE/TIME	PERFORMED BY	RECIPIENT	RESULT
Report Submitted	Nov 18, 2021 12:47 PM PST	Mariano's		
Adjudicated	Dec 2, 2021 11:56 PM PST	HireRight		Hold
Email Notification	Dec 2, 2021 11:56 PM PST	HireRight System	Mariano's	Does Not Meet Company Standards

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

All times listed in America/Los_Angeles timezone

The Activity Log above may reflect activity for this screening report. E-mail notifications, if configured by the company that requested the report, may have been sent by or through HireRight to an authorized company-user (shown as the "Recipient"). Some adjudication history entries and related e-mail notifications, if any, indicate whether an initial determination was made regarding whether the report satisfied the company's hiring criteria (shown in the "Result" column), including any preliminary status Result of "Meets" or "Does Not Meet" company standards. Sometimes a company's final adjudication determination may change from its initial determination. Questions about the company's hiring decisions should be directed to the company.

LEGAL NOTES:

This report contains personal information, and should be handled at all times in accordance with your Service Agreement with HireRight and applicable law. Proper use of the content of this report, and final verification of the named individual's identity, are your responsibility.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your Federal rights contact:

TYPE OF BUSINESS:	PLEASE CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission:

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b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut St., Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area Supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

(CALIFORNIA APPLICANTS ONLY)
CALIFORNIA CONSUMER RIGHTS
UNDER CALIFORNIA CIVIL CODE SECTIONS 1786.10, ET SEQ.

You have rights when an investigative consumer report is obtained on you. The following are some of your rights:

1. You have the right to contact the agency that made the report. You can do this in one of the following ways:
 - (a) You can go to the agency in person during the normal business hours and on reasonable notice. You can bring someone with you. You and that person may be required to present identification. You may be required to sign a paper allowing the agency to discuss your file with or to show your file to this person.
 - (b) You may receive your file by certified mail, if you have given written notice to the agency that you want information

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mailed to you or to another person you want to receive the file. You will be required to provide identification when you write for your file.

(c) You may be able to discuss your file over the telephone if you have given written instructions to the agency and have provided identification.

2. You have the right to receive a copy of your file or your investigative consumer report at the agency. You may be charged up to \$8.00 to obtain a copy of your report or file. However, you may receive a free copy if:

(a) Once during a twelve month period if you are unemployed and intend to seek employment within sixty (60) days or you receive public welfare assistance or you believe your file contains inaccurate information because of fraud.

(b) If you are receiving a copy from the agency relating to an investigation into the accuracy of information you have disputed or if information is put back into your file.

3. You have the right to know the following information:

(a) The names of the persons and companies who have received a report about you in the last three (3) years. You may request their addresses and telephone numbers.

(b) Explanations of any codes or abbreviations used in your report, so you can understand the report.

4. You have the right to dispute any information in your file. You must contact the agency directly to do so. The person who ordered a report is required to give you the name and address of the agency.

(a) The agency has thirty (30) days from the day it receives your dispute to complete the investigation.

(b) When the agency is done with the investigation, it must tell you of any changes made in the report as a result of the investigation.

(c) If the investigation does not remove the information disputed by you, you have the right to place your statement of the facts in your file. The agency has people to help you write the statement. The agency may limit your statement to five hundred (500) words.

(d) If information is removed or you add a statement to your file, you can request the agency to send the report, as changed or with your statement, to anyone who received the information in the last two (2) years.

(e) If information that is removed from your files is placed back in your file, you are entitled to receive written notice of that fact and you have the right to dispute the information added.

5. You also have rights under federal law in regard to your report. A copy of those rights is given to you with this California statement of consumer rights. Many of these rights are also included within California law.

(SOLO PARA SOLICITANTES DE CALIFORNIA)
DERECHOS DEL CONSUMIDOR EN CALIFORNIA
EN VIRTUD DE LAS SECCIONES DEL CÓDIGO CIVIL DE CALIFORNIA 1786.10, ET SEQ.
(CALIFORNIA CIVIL CODE SECTIONS 1786.10, ET SEQ.)

Usted tiene derechos cuando un reporte de investigación del consumidor es obtenido respecto a usted. Los siguientes son algunos de sus derechos:

1. Usted tiene derecho de contactar la agencia que hizo el reporte y puede hacer esto de las maneras siguientes:

(a) Puede ir a la agencia en persona durante horas normales de trabajo y en la nota razonable. Puede traer a un acompañante. Usted y esa persona debe traer una identificación. Es posible que tenga que firmar un documento en el que usted dará derecho a la agencia de discutir lo que está en su archivo o de mostrar el archivo a la persona que lo acompaña.

(b) Usted puede recibir su archivo por correspondencia certificada si es que avisó a la agencia por escrito que desea información por carta o desea que otra persona reciba su archivo. Por lo tanto, usted deberá proveer una identificación cuando solicite la información.

(c) Usted podrá platicar respecto a su archivo por teléfono si es que dió instrucciones por escrito a la agencia y presentó una identificación.

2. Usted tiene derecho de recibir una copia de su archivo o de su reporte de investigación del consumidor en la agencia y se le puede cobrar hasta 8.00 dólares para obtener una copia de su reporte o archivo. De cualquier manera, usted podrá recibir una copia gratis en las siguientes circunstancias:

(a) Si es que durante doce meses usted está desempleado o tiene intenciones de buscar empleo durante 60 días o si usted recibe asistencia pública o cree que su archivo contiene información incorrecta debido a fraude.

(b) Si usted recibe una copia de la agencia relacionada con la investigación para verificar la exactitud de la información

que usted reportó o si es que la información fuè regresada a su archivo.

3. Usted tiene derecho de saber la siguiente información:

(a) Los nombres de personas y de compañías quienes han recibido un reporte respecto a usted en los últimos 3 años y puede solicitar sus domicilios y números de teléfono.

(b) Usted puede solicitar que se le explique códigos o abreviaciones utilizadas en su reporte para que usted lo pueda comprender con más claridad.

4. Usted tiene derecho de reclamar cualquier información que esté en su archivo pero deberá contactar a la agencia directamente. La persona que ordenó el reporte deberá darle a usted el nombre y domicilio de la agencia.

(a) La agencia tiene 30 días para completar la investigación.

(b) Una vez terminada la investigación, la agencia debe informarle a usted de cualquier cambio que se haya hecho al reporte como resultado de la investigación.

(c) Si es que la investigación no elimina información reportada por usted, entonces tiene derecho de agregar su declaración en el archivo. La agencia tiene personal que le puede ayudar a escribir su declaración siempre y cuando no exceda quinientas (500) palabras.

(d) Si usted elimina o agrega información a su archivo puede pedirle a la agencia que mande el reporte como "Cambiado" o con su declaración a cualquiera que haya recibido la información en los últimos dos años.

(e) Si hay información que fuè eliminada de su archivo y después vuelta a poner, usted tiene derecho a recibir por escrito lo sucedido y tiene derecho a reclamar la información agregada.

5. También tiene derechos bajo la ley federal respecto a su reporte. Se le dará una copia de esos derechos con esta declaración de derechos del consumidor de California.

(MASSACHUSETTS APPLICANTS ONLY)

INFORMATION CONCERNING THE PROCESS IN CORRECTING A CRIMINAL RECORD

1. If you have undergone a background check by an agency that has received a criminal record from the Department of Criminal Justice Information Systems (DCJIS), you may ask the agency to provide you with a copy of the criminal record. You may also request a copy of your adult criminal record from the Department of Criminal Justice Information Services, 200 Arlington Street, Suite 2200, Chelsea, MA 02150 or by calling (617)660-4640 or go to the [Massachusetts iCORI service](#).
2. The DCJIS charges \$25.00 fee to provide an individual with a copy of his/her criminal record. You may complete an affidavit of indigency and request that the DCJIS waive the fee.
3. Upon receipt, review the record. If you need assistance in interpreting the entries or dispositions, please contact the Constituent Assistance and Research Unit at 617.660.4640 between 8:00AM and 6:00PM Eastern Time, Monday - Friday or via email at iCORI.INFO@state.ma.us
4. The DCJIS does not offer "walk-in" service but you may call our Legal Division at (617)660-4760 for assistance or the CARI Unit of the Office of the Commissioner of Probation at (617)727-5300.
5. If you believe that a case is opened on your record that should be marked closed, you may contact the Office of the Commissioner of Probation Department at the court where the charges were brought and request that the case(s) be updated.
6. If you believe that a disposition is incorrect, contact the Chief Probation Officer at the court where the charges were brought or the CARI Unit at the Office of the Commissioner of Probation and report that the court incorrectly entered a disposition on your criminal record.
7. If you believe that someone has stolen or improperly used your identity and were arraigned on criminal charges under your name, you may contact the Office of the Commissioner of Probation CARI Unit or the Chief Probation Officer in the court where the charges were brought. For a listing of courthouses and telephone numbers please click [here](#).
8. In some situations of identity theft, you may need to contact the DCJIS to arrange to have fingerprints analysis conducted.
9. If there is a warrant currently outstanding against you, you need to appear at the court and ask that the warrant be recalled. You cannot do this over the telephone.
10. If you believe that an employer, volunteer agency, housing agency or municipality has been provided with a criminal record that does not pertain to you, the agency should contact the CORI Unit for assistance at (617)660-4640.

(MASSACHUSETTS APPLICANTS ONLY)

A Summary of Your Rights

Under Massachusetts General Law CH. 93 § 62(A)

If a credit report was reviewed or taken into account in the adverse action decision:

You have the right to obtain a free copy of your credit report within sixty days from the consumer credit reporting agency which has been identified on this notice. The consumer credit reporting agency must provide someone to help you interpret the information on your credit report. Each calendar year you are entitled to receive, upon request, one free consumer report.

You have the right to dispute inaccurate information by contacting the consumer credit reporting agency directly. If you have notified a consumer credit reporting agency in writing that you dispute the accuracy of information in your file, the agency must then, within thirty business days, reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a statement to the consumer credit reporting agency, to be kept in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about the disputed information in a report it issues about you.

The consumer reporting agency that provided the credit report is:

HireRight, LLC.
100 Centerview Dr
Nashville, TN 37214
Phone: 866-521-6995*
Fax: 877-797-3442*
E-mail: customerservice@hireright.com

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the "Customer Service" tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

(NEW JERSEY APPLICANTS ONLY)
A Summary of Your Rights
Under New Jersey's Fair Credit Reporting Act

Under the New Jersey Fair Credit Reporting Act (NJFCRA or the "Act"), an employer, before taking adverse employment action, is required to provide the applicant or employee with a summary of their rights under the Act with respect to consumer reports or investigative consumer reports obtained for employment purposes from a consumer reporting agency (CRA). This Summary is intended to serve that purpose.

You can find the complete text of the NJCRA, N.J. Stat. §§56:11-29 - 56:11-41, at the New Jersey State Legislature's web site (<http://www.njleg.state.nj.us/>). You may have additional rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the Internet at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must consent to the procurement for employment purposes of a report about you.** Before an employer can obtain a report about you from a CRA, the employer must provide you with notice that it will request the report and obtain your consent to that request. A CRA may not give out information about you to your employer, or prospective employer, without your written consent.
- **You must be told if information in your file has been used against you for employment purposes.** An employer who uses information from a consumer or investigative consumer report to take action against you - such as denying an application for employment or terminating employment - must tell you that its decision is based in whole or in part on the report. The employer also must provide you with a description of your rights under the NJCRA and a reasonable opportunity to dispute with the CRA any information on which the employer relied.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file and a list of everyone who has recently requested your file. These disclosures may be made in person, over the telephone or by any other reasonable method available to the CRA.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the disputed items, free of charge, within 30 days, unless the CRA determines that the dispute is frivolous or irrelevant. The CRA must give you a written report of the investigation. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files within 30 days after you dispute it. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the business name and address.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may sue them in state court.

(NEW YORK APPLICANTS ONLY)
NEW YORK CORRECTION LAW
ARTICLE 23-A

**LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY
CONVICTED OF ONE OR MORE CRIMINAL OFFENSES**

Section 750. Definitions.

751. Applicability.

752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

753. Factors to be considered concerning a previous criminal conviction; presumption.n.

754. Written statement upon denial of license or employment.

755. Enforcement.

§750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.

(f) The seriousness of the offense or offenses.

(g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.

(h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§755. Enforcement.

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

(WASHINGTON APPLICANTS ONLY)
A Summary of Your Rights
Under Washington's Fair Credit Reporting Act

Under the Washington state Fair Credit Reporting Act (WFCRA or the "Act"), an employer, before taking adverse employment action, is required to provide the applicant or employee with a summary of their rights under the Act with respect to consumer reports or investigative consumer reports obtained for employment purposes from a consumer reporting agency (CRA). This Summary is intended to serve that purpose.

You can find the complete text of the WFCRA, Wash. Rev. Code §§19.182.005-19.182.902, at the Washington State Legislature's web site (<http://www.leg.wa.gov>). You may have additional rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the Internet at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must consent to the procurement for employment purposes of a report about you.** Before an employer can obtain a report about you from a CRA, the employer must provide you with notice that it will request the report and obtain your consent to that request. A CRA may not give out information about you to your employer, or prospective employer, without your written consent.
- **You must be told if information in your file has been used against you for employment purposes.** An employer who uses information from a consumer or investigative consumer report to take action against you - such as denying an application for employment or terminating employment - must tell you that its decision is based in whole or in part on the report and give you the name, address and phone number of the CRA that provided the report. The employer also must provide you with a description of your rights under the WFCRA and a reasonable opportunity to dispute with the CRA any information on which the employer relied.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file (except that medical information may be withheld), and a list of everyone who has recently requested your file. These disclosures may be made in person, over the telephone or by any other reasonable method available to the CRA. At your request, any medical information contained in your file will be disclosed to the healthcare provider of your choice.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the disputed items, free of charge, within 30 business days, unless the CRA determines that the dispute is frivolous or irrelevant. The CRA must give you a written report of the investigation. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files within 30 business days after you dispute it. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the business name and address.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the WFCRA, you may sue them in state court.

Dec 13, 2021

[REDACTED] (AAA, TS-111821-GV672)
506 GLENDALE AVE
GLEN ELLYN, IL, 60137

Dear Candidate:

Based on information contained in a recently obtained consumer report on you, Mariano's has elected to terminate your employment application process and not hire you, revoke your conditional offer of employment, or take some other negative employment-related action. The information in the report that was previously sent to you was obtained from:

General Information Solutions LLC, a HireRight company ('HireRight')
Attn: Consumers Department
14002 E. 21st Street Suite 1200
Tulsa, OK 74134
Toll-free telephone no.: 866-521-6995 * (Monday - Friday, 7am to 7pm Central Time)
Toll-free fax no: (918) 664-5520 *
Email: customerservice@hireright.com
<http://www.hireright.com/dispute>

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the 'Customer Service' tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

HireRight did not make the decision not to hire you or to discontinue your employment, and is unable to provide you with specific reasons why you were not hired or your employment was discontinued.

You have been provided with an opportunity to dispute the accuracy or completeness of any information contained in the report by contacting the courts in which the information was obtained.

Thank you again for considering employment with Mariano's.

Sincerely,

HireRight on behalf of Mariano's

Chris Griesmeyer

From: BGDtinquiry
Sent: Sunday, December 19, 2021 3:52 PM
To: RD 00513 PSM; RD 00513 Store Manager
Cc: Offenbacher, Jessica K; Fickau, Nicole M; Fuchsen, James
Subject: ACTION REQUIRED--BG Check Term [REDACTED]

Importance: High

NOTE: THIS EMAIL IS FOR NOTIFICATION PURPOSES ONLY TO STORE LEADERS. IT SHOULD NOT BE PRINTED AND GIVEN TO THE ASSOCIATE.

As you are aware, all new hires are on-boarded pending the outcome of a successful criminal background.

We received the criminal background check results for: [REDACTED]

Please communicate the following message to him/her prior to his/her next shift:

SCRIPT: "Due to the results of your background, you will no longer be eligible for employment with the Company. Your employment was contingent on the company receiving satisfactory results of a suitable background check. We appreciate your interest in working for the company. If you have questions regarding the findings of the background check you may contact HireRight 866-521-6995. If you have questions about the employment decision, you may contact Lindsay Flesher, Associate Relations Manager, at 414-231-7337."

After speaking with the team member:

1. Please term the associate using term code 74-Failed Background Check Post Hire (not eligible for rehire).
2. Reply all to this email letting us know this has been completed and attach the contingent hiring offer the associate signed.
3. Print this email and place in the associate's file (do not provide written documentation or this email to the associate).

If you have any questions or concerns, please feel free to reach out.

Thank you.

Lindsay Flesher

Associate Relations Manager
 875 E. Wisconsin Ave. | Milwaukee, WI 53202
 Office: 414-231-7337 | Cell: 224-240-8595
 Email: Lindsay.Flesher@kroger.com



EXHIBIT K

MC

Personal Details

Name

?

^

Start Date

11/23/21

Last Name

First Name

Demographic Info

+ Add

^

Country

United States

Ethnicity

☐ I am Hispanic or Latino.

Select the races you identify with.

☐ American Indian or Alaska Native

☐ Asian

☐ Black or African American

☐ Native Hawaiian or other Pacific Islander

☐ White

☒ Two or more races

Start Date

11/23/21

Gender

Male

Highest Education Level

Veteran Self-Identification Status

Disabled Veteran

☐

Active Duty Wartime or Campaign Badge Veterans

☐

Armed Forces Service Medal Veteran

—

Recently Separated Veteran

—

Newly Separated Veteran Discharge Date

National Identifiers

+ Add



Country

United States



Social Security Number

Issue Date

Expiration Date

Place of Issue

Biographical Info



Date of Birth

[REDACTED]



EXHIBIT L



EUID:	<u>MR49190</u>
Name (Last, First):	[REDACTED]
DOCUMENT TYPE:	<u>Policy Acknowledgement Forms</u>
Division # / Store #:	<u>531/542</u>

Offer Acceptance Acknowledgements

Background and Drug Screen Acknowledgement

The Company, at its sole discretion, may elect in certain circumstances to have a candidate begin working in his/her intended role prior to receiving the results from his/her background check and/or drug screen. In the event the Company elects to do that, it may nonetheless terminate any individual who the Company learns has not attained satisfactory results on his/her background check and/or drug screen.

You acknowledge and agree that if the Company elects to allow you to begin working in your intended role prior to receiving the results of your background check and/or drug screen (whether the Company expressly tells you that it is allowing you to do so or not), your employment may be terminated if you do not attain satisfactory results on your background check and/or drug screen.

- ☐ I prefer not to begin working prior to the Company receiving the results of my background check and/or drug screen.

Acknowledged By:

[REDACTED]

(Signature)

[REDACTED]

(Printed Name)

11/30/21

(Date)

Background Information

Our company contracts GIS (General Information Systems) to conduct background screening/drug testing for our applicants. Some government agencies and other information sources require the following information when checking for records. GIS will not use it for any other purposes. It may be necessary for GIS to reach out to you for further information during the background screening process.

Date of Birth [REDACTED] 1995
(mm/dd/yyyy)

Social Security Number [REDACTED]
(xxx-xx-xxxx)

"This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it was accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report."

California Consumers: You may view the file maintained on you by HireRight during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at HireRight's offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone upon written request with proper identification. HireRight has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. If you would like additional information regarding your disclosure rights, you can request this information from HireRight by e-mail at customerservice@hireright.com, by telephone at 866-521-6995 or by mail at 100 Centerview Dr, Nashville, TN 37214.

"Este informe no garantiza la certeza ni la veracidad de la información en cuanto al sujeto de la investigación, pero sólo que fue copiado exactamente de archivos públicos. La información engendró a consecuencia del robo de la identidad, inclusive la evidencia de la actividad criminal, puede ser asociado inexactamente con el consumidor que es el sujeto del informe".

Los Consumidores de California: Usted puede ver el archivo mantenido en usted por HireRight durante horas de oficina normales. Usted puede obtener también una copia de este archivo, a someter identificación y pagar apropiados los costos de servicios de duplicación, apareciendo en oficinas de HireRight en la persona, durante horas de oficina normales y en la nota razonable, o por el correo; usted puede recibir también un resumen del archivo por teléfono sobre el pedido escrito con identificación apropiada. HireRight ha entrenado el personal disponible para explicarle su archivo a usted, inclusive información codificada. Si usted aparece en la persona, usted puede estar acompañado de uno otra persona, con tal de que persona proporcione identificación apropiada. Si usted querría información adicional con respecto a sus derechos de la revelación, usted puede solicitar esta información de HireRight por correo electrónico en customerservice@hireright.com, por teléfono en 866-521-6995 o por el correo en 100 Centerview Dr, Nashville, TN 37214.

**Prepared By:****HireRight, LLC****Complete Report**14002 E. 21st Street Suite 1200

Tulsa, OK 74134

Social Security Number: *-**-7822****PHONE:** 866-521-6995**DOB: **/**/********FAX:** 877-797-3442customerservice@hireright.com**Request #: TS-120221-MB3HQ****Requested By:**

Turnaround time: 2. business days

KRGFAMCO Generic User**Package:** Criminal Approach Non-Ex**Mariano's****531 / Mariano's****Date Request Submitted:** Dec 3, 2021 6:53 AM PST

1014 VINE STREET 8TH FLOOR

Request Completion Date: Dec 7, 2021 7:58 AM PST

CINCINNATI, OH 45202

Adjudication Status: Hold**PHONE:** +1 () -**Adjudication Status Set:** Dec 7, 2021 7:58 AM PST**E-MAIL:** noemail@hireright.com**Job Location:** Bannockburn, Illinois 60015, Lake, USA**App ID:** JA\$2663-24602060**Division Notification Email:** Morgan.Manor@roundys.com; Genna.Viso@roundys.com**Ref16-Location for Drug Test:** 00542**Candidate Age:** 26**Candidate ID:** 5119157494**Division:** 531**Location:** Bannockburn**Requester Email:** andrew.winfree@kroger.com**Exempt/Non Exempt:** Non-Exempt**Job Title:** Front End Team Member - Mariano's






Product	Verification	Result	Adjudication Result
Applicant Self-Reported Information		No Records Self Reported	
Criminal & Offense History	Waukegan, Lake, IL, USA Lake, IL, USA	Complete - Court Record Found	Hold
Managed Adjudication 3.0	Managed Adjudication 3.0	Complete	Hold

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SSN Validation	SSN Validation	Complete - SSN has been issued by the SSA and not found in Death Master Index	Clear
NRMA Retail Theft Database	NRMA Retail Theft Database	Complete - Match Not Found	Clear
SSN Trace	*****7822	Complete - Data Found	Clear
Widescreen Plus National Criminal Search	Widescreen Plus National Criminal Search	Completed	Clear

Adjudication Results Summary

Kroger Non-Exempt 3.0 Managed Adjudication Guidelines (GL-KRGFM-001) v3

Alert	Product	Status	Subrequest Adjudication	Product Adjudication
	SSN Validation	Completed	Clear	Undefined
	SS Trace/Credit	Completed	Clear	Undefined
	Court Records	Completed	Hold	Undefined
	Widescreen Plus National Criminal Search	Completed	Clear	Undefined
	NRMA Retail Theft Database	Completed	Clear	Undefined

***-**-7822

NRMA RETAIL THEFT DATABASE

NRMA Retail Theft Database

Result:

Complete - Match Not Found ¹

Time Completed: Dec 3, 2021 6:54 AM PST

Location: USA

***-**-7822

WIDESCREEEN PLUS NATIONAL CRIMINAL SEARCH

Widescreen Plus National Criminal Search

Result:

Completed ¹

Time Completed: Dec 3, 2021 9:07 AM PST

***-**-7822

COURT RECORDS

Applicant Self-Reported Information

No Records Self-Reported

1. Criminal & Offense History (Variable Search Depth)

Complete - Court Record Found

Address(es): Waukegan, Lake County, IL, USA
Lake County, IL, USA

Location Searched: Waukegan, Lake County, IL
Lake County, IL

Time Completed: Dec 6, 2021 2:39 PM PST

Verified by: QA-75142

HireRight Comments: Dec 3, 2021 6:53 AM PST - Note:

-----Reason: Lake County, IL - Average court turnaround time is currently 2 business days.

Dec 3, 2021 11:37 AM PST - Kumar, Jay - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 08-Dec-2021

1.) Case Nbr.: 20CM00001883

Comments: (Circuit court)

Identifiers: Confirmation: Name, Date Of Birth. Name on file: [REDACTED]
Middle Initial on record confirmed to belong to the candidate

Count: 1 **Severity:** Misdemeanor (Or Equivalent)
Classification Not Recorded

Offense Date: Sep 6, 2020 **Disp. Date:** Dec 7, 2020

Offense: Retail Theft/Display Merchandise/
Less Than \$300

File Date: Sep 9, 2020

Disposition: Guilty 

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Sentence: Fines, court costs, restitution, fees, and other assessments: \$416.50. Fully paid.
Conditional discharge : 12 months; public service : 30 hours.

Next Court Date: Dec 13, 2021

2.) Case Nbr.: 18DT00000721

Comments: (Circuit court)


Identifiers: Confirmation: Name, Date Of Birth. Name on file: [REDACTED]
Middle Initial on record confirmed to belong to the candidate

Count: 1 **Severity:** Misdemeanor (Or Equivalent) Other Misdemeanor

Offense Date: May 6, 2018 **Disp. Date:** Jun 14, 2018

Offense: Driving Under Influence Of Alcohol

File Date: May 11, 2018

Disposition: Withhold judgment/supervision 

Sentence: Fines, court costs, restitution, fees, and other assessments: \$2,688.76 (\$1,443.00 paid) (\$1,245.76 due). Not fully paid.
Supervised supervision :12 months; on 06/13/2019 supervision terminated.

mirna rosa, ***-**-7822

ADJUDICATION 3.0

Managed Adjudication 3.0

Result:

Complete ¹

Time Completed: Dec 7, 2021 7:58 AM PST

***-**-7822

SSN VALIDATION

SSN Validation

Result: **Complete - SSN has been issued by the SSA and not found in Death Master Index ¹**

Time Completed: Dec 3, 2021 6:54 AM PST

Social Security # ***-**-7822 is valid. Issued in Illinois Between 1994 and 1999

ACTIVITY LOG

ACTIVITY	DATE/TIME	PERFORMED BY	RECIPIENT	RESULT
Report Submitted	Dec 3, 2021 6:53 AM PST	Mariano's		
Adjudicated	Dec 7, 2021 7:58 AM PST	HireRight		Hold
Email Notification	Dec 7, 2021 7:58 AM PST	HireRight System	Mariano's	Does Not Meet Company Standards

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

All times listed in America/Los_Angeles timezone

The Activity Log above may reflect activity for this screening report. E-mail notifications, if configured by the company that requested the report, may have been sent by or through HireRight to an authorized company-user (shown as the "Recipient"). Some adjudication history entries and related e-mail notifications, if any, indicate whether an initial determination was made regarding whether the report satisfied the company's hiring criteria (shown in the "Result" column), including any preliminary status Result of "Meets" or "Does Not Meet" company standards. Sometimes a company's final adjudication determination may change from its initial determination. Questions about the company's hiring decisions should be directed to the company.

LEGAL NOTES:

This report contains personal information, and should be handled at all times in accordance with your Service Agreement with HireRight and applicable law. Proper use of the content of this report, and final verification of the named individual's identity, are your responsibility.

Dec 7, 2021

██████████ (PAA, TS-120221-MB3HQ)
2907 SPAULDING AVE
WAUKEGAN, IL, 60085

Dear Candidate:

As part of its employment process, Mariano's obtains, or asks others acting on its behalf to obtain, consumer reports regarding Candidates. These reports assist them in evaluating individuals for employment as Mariano's team members.

We are enclosing a copy of the consumer report obtained in conjunction with your consideration for employment.

The information in the report was obtained from:

General Information Solutions LLC, a HireRight company ('HireRight')
Attn: Consumers Department
14002 E. 21st Street Suite 1200
Tulsa, OK 74134
Toll-free telephone no.: 866-521-6995 * (Monday - Friday, 7am to 7pm Central Time)
Toll-free fax no: (918) 664-5520 *
Email: customerservice@hireright.com
<http://www.hireright.com/dispute>

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the 'Customer Service' tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

We are also enclosing a copy of an information sheet summarizing your rights under the Fair Credit Reporting Act (FCRA) and other information about certain state laws.

Mariano's has or will be completing their review of this information and this matter within the next few days, and may take action based on the enclosed report.

You have the right to dispute the accuracy or completeness of any information contained in the report by contacting HireRight directly.

Thank you again for considering employment with Mariano's.

Sincerely,

HireRight on behalf of Mariano's

Enc:
Copy of Investigation Report
Summary of Rights Under FCRA

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your Federal rights contact:

TYPE OF BUSINESS:	PLEASE CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission:

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b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut St., Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area Supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

(CALIFORNIA APPLICANTS ONLY)
CALIFORNIA CONSUMER RIGHTS
UNDER CALIFORNIA CIVIL CODE SECTIONS 1786.10, ET SEQ.

You have rights when an investigative consumer report is obtained on you. The following are some of your rights:

1. You have the right to contact the agency that made the report. You can do this in one of the following ways:
 - (a) You can go to the agency in person during the normal business hours and on reasonable notice. You can bring someone with you. You and that person may be required to present identification. You may be required to sign a paper allowing the agency to discuss your file with or to show your file to this person.
 - (b) You may receive your file by certified mail, if you have given written notice to the agency that you want information

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mailed to you or to another person you want to receive the file. You will be required to provide identification when you write for your file.

(c) You may be able to discuss your file over the telephone if you have given written instructions to the agency and have provided identification.

2. You have the right to receive a copy of your file or your investigative consumer report at the agency. You may be charged up to \$8.00 to obtain a copy of your report or file. However, you may receive a free copy if:

(a) Once during a twelve month period if you are unemployed and intend to seek employment within sixty (60) days or you receive public welfare assistance or you believe your file contains inaccurate information because of fraud.

(b) If you are receiving a copy from the agency relating to an investigation into the accuracy of information you have disputed or if information is put back into your file.

3. You have the right to know the following information:

(a) The names of the persons and companies who have received a report about you in the last three (3) years. You may request their addresses and telephone numbers.

(b) Explanations of any codes or abbreviations used in your report, so you can understand the report.

4. You have the right to dispute any information in your file. You must contact the agency directly to do so. The person who ordered a report is required to give you the name and address of the agency.

(a) The agency has thirty (30) days from the day it receives your dispute to complete the investigation.

(b) When the agency is done with the investigation, it must tell you of any changes made in the report as a result of the investigation.

(c) If the investigation does not remove the information disputed by you, you have the right to place your statement of the facts in your file. The agency has people to help you write the statement. The agency may limit your statement to five hundred (500) words.

(d) If information is removed or you add a statement to your file, you can request the agency to send the report, as changed or with your statement, to anyone who received the information in the last two (2) years.

(e) If information that is removed from your files is placed back in your file, you are entitled to receive written notice of that fact and you have the right to dispute the information added.

5. You also have rights under federal law in regard to your report. A copy of those rights is given to you with this California statement of consumer rights. Many of these rights are also included within California law.

(SOLO PARA SOLICITANTES DE CALIFORNIA)
DERECHOS DEL CONSUMIDOR EN CALIFORNIA
EN VIRTUD DE LAS SECCIONES DEL CÓDIGO CIVIL DE CALIFORNIA 1786.10, ET SEQ.
(CALIFORNIA CIVIL CODE SECTIONS 1786.10, ET SEQ.)

Usted tiene derechos cuando un reporte de investigación del consumidor es obtenido respecto a usted. Los siguientes son algunos de sus derechos:

1. Usted tiene derecho de contactar la agencia que hizo el reporte y puede hacer esto de las maneras siguientes:

(a) Puede ir a la agencia en persona durante horas normales de trabajo y en la nota razonable. Puede traer a un acompañante. Usted y esa persona debe traer una identificación. Es posible que tenga que firmar un documento en el que usted dará derecho a la agencia de discutir lo que está en su archivo o de mostrar el archivo a la persona que lo acompaña.

(b) Usted puede recibir su archivo por correspondencia certificada si es que avisó a la agencia por escrito que desea información por carta o desea que otra persona reciba su archivo. Por lo tanto, usted deberá proveer una identificación cuando solicite la información.

(c) Usted podrá platicar respecto a su archivo por teléfono si es que dió instrucciones por escrito a la agencia y presentó una identificación.

2. Usted tiene derecho de recibir una copia de su archivo o de su reporte de investigación del consumidor en la agencia y se le puede cobrar hasta 8.00 dólares para obtener una copia de su reporte o archivo. De cualquier manera, usted podrá recibir una copia gratis en las siguientes circunstancias:

(a) Si es que durante doce meses usted está desempleado o tiene intenciones de buscar empleo durante 60 días o si usted recibe asistencia pública o cree que su archivo contiene información incorrecta debido a fraude.

(b) Si usted recibe una copia de la agencia relacionada con la investigación para verificar la exactitud de la información

que usted reportó o si es que la información fuè regresada a su archivo.

3. Usted tiene derecho de saber la siguiente información:

(a) Los nombres de personas y de compañías quienes han recibido un reporte respecto a usted en los últimos 3 años y puede solicitar sus domicilios y números de teléfono.

(b) Usted puede solicitar que se le explique códigos o abreviaciones utilizadas en su reporte para que usted lo pueda comprender con más claridad.

4. Usted tiene derecho de reclamar cualquier información que esté en su archivo pero deberá contactar a la agencia directamente. La persona que ordenó el reporte deberá darle a usted el nombre y domicilio de la agencia.

(a) La agencia tiene 30 días para completar la investigación.

(b) Una vez terminada la investigación, la agencia debe informarle a usted de cualquier cambio que se haya hecho al reporte como resultado de la investigación.

(c) Si es que la investigación no elimina información reportada por usted, entonces tiene derecho de agregar su declaración en el archivo. La agencia tiene personal que le puede ayudar a escribir su declaración siempre y cuando no exceda quinientas (500) palabras.

(d) Si usted elimina o agrega información a su archivo puede pedirle a la agencia que mande el reporte como "Cambiado" o con su declaración a cualquiera que haya recibido la información en los últimos dos años.

(e) Si hay información que fuè eliminada de su archivo y después vuelta a poner, usted tiene derecho a recibir por escrito lo sucedido y tiene derecho a reclamar la información agregada.

5. También tiene derechos bajo la ley federal respecto a su reporte. Se le dará una copia de esos derechos con esta declaración de derechos del consumidor de California.

(MASSACHUSETTS APPLICANTS ONLY)

INFORMATION CONCERNING THE PROCESS IN CORRECTING A CRIMINAL RECORD

1. If you have undergone a background check by an agency that has received a criminal record from the Department of Criminal Justice Information Systems (DCJIS), you may ask the agency to provide you with a copy of the criminal record. You may also request a copy of your adult criminal record from the Department of Criminal Justice Information Services, 200 Arlington Street, Suite 2200, Chelsea, MA 02150 or by calling (617)660-4640 or go to the [Massachusetts iCORI service](#).
2. The DCJIS charges \$25.00 fee to provide an individual with a copy of his/her criminal record. You may complete an affidavit of indigency and request that the DCJIS waive the fee.
3. Upon receipt, review the record. If you need assistance in interpreting the entries or dispositions, please contact the Constituent Assistance and Research Unit at 617.660.4640 between 8:00AM and 6:00PM Eastern Time, Monday - Friday or via email at iCORI.INFO@state.ma.us
4. The DCJIS does not offer "walk-in" service but you may call our Legal Division at (617)660-4760 for assistance or the CARI Unit of the Office of the Commissioner of Probation at (617)727-5300.
5. If you believe that a case is opened on your record that should be marked closed, you may contact the Office of the Commissioner of Probation Department at the court where the charges were brought and request that the case(s) be updated.
6. If you believe that a disposition is incorrect, contact the Chief Probation Officer at the court where the charges were brought or the CARI Unit at the Office of the Commissioner of Probation and report that the court incorrectly entered a disposition on your criminal record.
7. If you believe that someone has stolen or improperly used your identity and were arraigned on criminal charges under your name, you may contact the Office of the Commissioner of Probation CARI Unit or the Chief Probation Officer in the court where the charges were brought. For a listing of courthouses and telephone numbers please click [here](#).
8. In some situations of identity theft, you may need to contact the DCJIS to arrange to have fingerprints analysis conducted.
9. If there is a warrant currently outstanding against you, you need to appear at the court and ask that the warrant be recalled. You cannot do this over the telephone.
10. If you believe that an employer, volunteer agency, housing agency or municipality has been provided with a criminal record that does not pertain to you, the agency should contact the CORI Unit for assistance at (617)660-4640.

(MASSACHUSETTS APPLICANTS ONLY)

A Summary of Your Rights

Under Massachusetts General Law CH. 93 § 62(A)

If a credit report was reviewed or taken into account in the adverse action decision:

You have the right to obtain a free copy of your credit report within sixty days from the consumer credit reporting agency which has been identified on this notice. The consumer credit reporting agency must provide someone to help you interpret the information on your credit report. Each calendar year you are entitled to receive, upon request, one free consumer report.

You have the right to dispute inaccurate information by contacting the consumer credit reporting agency directly. If you have notified a consumer credit reporting agency in writing that you dispute the accuracy of information in your file, the agency must then, within thirty business days, reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a statement to the consumer credit reporting agency, to be kept in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about the disputed information in a report it issues about you.

The consumer reporting agency that provided the credit report is:

HireRight, LLC.
100 Centerview Dr
Nashville, TN 37214
Phone: 866-521-6995*
Fax: 877-797-3442*
E-mail: customerservice@hireright.com

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the "Customer Service" tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

(NEW JERSEY APPLICANTS ONLY)
A Summary of Your Rights
Under New Jersey's Fair Credit Reporting Act

Under the New Jersey Fair Credit Reporting Act (NJFCRA or the "Act"), an employer, before taking adverse employment action, is required to provide the applicant or employee with a summary of their rights under the Act with respect to consumer reports or investigative consumer reports obtained for employment purposes from a consumer reporting agency (CRA). This Summary is intended to serve that purpose.

You can find the complete text of the NJCRA, N.J. Stat. §§56:11-29 - 56:11-41, at the New Jersey State Legislature's web site (<http://www.njleg.state.nj.us/>). You may have additional rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the Internet at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must consent to the procurement for employment purposes of a report about you.** Before an employer can obtain a report about you from a CRA, the employer must provide you with notice that it will request the report and obtain your consent to that request. A CRA may not give out information about you to your employer, or prospective employer, without your written consent.
- **You must be told if information in your file has been used against you for employment purposes.** An employer who uses information from a consumer or investigative consumer report to take action against you - such as denying an application for employment or terminating employment - must tell you that its decision is based in whole or in part on the report. The employer also must provide you with a description of your rights under the NJCRA and a reasonable opportunity to dispute with the CRA any information on which the employer relied.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file and a list of everyone who has recently requested your file. These disclosures may be made in person, over the telephone or by any other reasonable method available to the CRA.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the disputed items, free of charge, within 30 days, unless the CRA determines that the dispute is frivolous or irrelevant. The CRA must give you a written report of the investigation. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files within 30 days after you dispute it. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the business name and address.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may sue them in state court.

(NEW YORK APPLICANTS ONLY)
NEW YORK CORRECTION LAW
ARTICLE 23-A

**LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY
CONVICTED OF ONE OR MORE CRIMINAL OFFENSES**

Section 750. Definitions.

751. Applicability.

752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

753. Factors to be considered concerning a previous criminal conviction; presumption.n.

754. Written statement upon denial of license or employment.

755. Enforcement.

§750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.

(f) The seriousness of the offense or offenses.

(g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.

(h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§755. Enforcement.

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

(WASHINGTON APPLICANTS ONLY)
A Summary of Your Rights
Under Washington's Fair Credit Reporting Act

Under the Washington state Fair Credit Reporting Act (WFCRA or the "Act"), an employer, before taking adverse employment action, is required to provide the applicant or employee with a summary of their rights under the Act with respect to consumer reports or investigative consumer reports obtained for employment purposes from a consumer reporting agency (CRA). This Summary is intended to serve that purpose.

You can find the complete text of the WFCRA, Wash. Rev. Code §§19.182.005-19.182.902, at the Washington State Legislature's web site (<http://www.leg.wa.gov>). You may have additional rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the Internet at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must consent to the procurement for employment purposes of a report about you.** Before an employer can obtain a report about you from a CRA, the employer must provide you with notice that it will request the report and obtain your consent to that request. A CRA may not give out information about you to your employer, or prospective employer, without your written consent.
- **You must be told if information in your file has been used against you for employment purposes.** An employer who uses information from a consumer or investigative consumer report to take action against you - such as denying an application for employment or terminating employment - must tell you that its decision is based in whole or in part on the report and give you the name, address and phone number of the CRA that provided the report. The employer also must provide you with a description of your rights under the WFCRA and a reasonable opportunity to dispute with the CRA any information on which the employer relied.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file (except that medical information may be withheld), and a list of everyone who has recently requested your file. These disclosures may be made in person, over the telephone or by any other reasonable method available to the CRA. At your request, any medical information contained in your file will be disclosed to the healthcare provider of your choice.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the disputed items, free of charge, within 30 business days, unless the CRA determines that the dispute is frivolous or irrelevant. The CRA must give you a written report of the investigation. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files within 30 business days after you dispute it. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the business name and address.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the WFCRA, you may sue them in state court.

"This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it was accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report."

California Consumers: You may view the file maintained on you by HireRight during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at HireRight's offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone upon written request with proper identification. HireRight has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. If you would like additional information regarding your disclosure rights, you can request this information from HireRight by e-mail at customerservice@hireright.com, by telephone at 866-521-6995 or by mail at 100 Centerview Dr, Nashville, TN 37214.

"Este informe no garantiza la certeza ni la veracidad de la información en cuanto al sujeto de la investigación, pero sólo que fue copiado exactamente de archivos públicos. La información engendró a consecuencia del robo de la identidad, inclusive la evidencia de la actividad criminal, puede ser asociado inexactamente con el consumidor que es el sujeto del informe".

Los Consumidores de California: Usted puede ver el archivo mantenido en usted por HireRight durante horas de oficina normales. Usted puede obtener también una copia de este archivo, a someter identificación y pagar apropiados los costos de servicios de duplicación, apareciendo en oficinas de HireRight en la persona, durante horas de oficina normales y en la nota razonable, o por el correo; usted puede recibir también un resumen del archivo por teléfono sobre el pedido escrito con identificación apropiada. HireRight ha entrenado el personal disponible para explicarle su archivo a usted, inclusive información codificada. Si usted aparece en la persona, usted puede estar acompañado de uno otra persona, con tal de que persona proporcione identificación apropiada. Si usted querría información adicional con respecto a sus derechos de la revelación, usted puede solicitar esta información de HireRight por correo electrónico en customerservice@hireright.com, por teléfono en 866-521-6995 o por el correo en 100 Centerview Dr, Nashville, TN 37214.

**Prepared By:****HireRight, LLC**14002 E. 21st Street Suite 1200

Tulsa, OK 74134

PHONE: 866-521-6995**FAX:** 877-797-3442customerservice@hireright.com**Complete Report****Social Security Number:** ***-**-7822**DOB:** **/**/******Request #:** TS-120221-MB3HQ

Turnaround time: 2. business days

Package: Criminal Approach Non-Ex**Requested By:****KRGFAMCO Generic User****Mariano's****531 / Mariano's**

1014 VINE STREET 8TH FLOOR

CINCINNATI, OH 45202

PHONE: +1 () -**E-MAIL:** noemail@hireright.com**Date Request Submitted:** Dec 3, 2021 6:53 AM PST**Request Completion Date:** Dec 7, 2021 7:58 AM PST**Adjudication Status:** Hold**Adjudication Status Set:** Dec 7, 2021 7:58 AM PST**Job Location:** Bannockburn, Illinois 60015, Lake, USA**App ID:** JA\$2663-24602060**Division Notification Email:** Morgan.Manor@roundys.com; Genna.Viso@roundys.com**Ref16-Location for Drug Test:** 00542**Candidate Age:** 26**Candidate ID:** 5119157494**Division:** 531**Location:** Bannockburn**Requester Email:** andrew.winfree@kroger.com**Exempt/Non Exempt:** Non-Exempt**Job Title:** Front End Team Member - Mariano's






Product	Verification	Result	Adjudication Result
Applicant Self-Reported Information		No Records Self Reported	
Criminal & Offense History	Waukegan, Lake, IL, USA Lake, IL, USA	Complete - Court Record Found	Hold
Managed Adjudication 3.0	Managed Adjudication 3.0	Complete	Hold

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SSN Validation	SSN Validation	Complete - SSN has been issued by the SSA and not found in Death Master Index	Clear
NRMA Retail Theft Database	NRMA Retail Theft Database	Complete - Match Not Found	Clear
SSN Trace	*****7822	Complete - Data Found	Clear
Widescreen Plus National Criminal Search	Widescreen Plus National Criminal Search	Completed	Clear

Adjudication Results Summary

Kroger Non-Exempt 3.0 Managed Adjudication Guidelines (GL-KRGFM-001) v3

Alert	Product	Status	Subrequest Adjudication	Product Adjudication
	SSN Validation	Completed	Clear	Undefined
	SS Trace/Credit	Completed	Clear	Undefined
	Court Records	Completed	Hold	Undefined
	Widescreen Plus National Criminal Search	Completed	Clear	Undefined
	NRMA Retail Theft Database	Completed	Clear	Undefined

***-**-7822

NRMA RETAIL THEFT DATABASE

NRMA Retail Theft Database

Result:

Complete - Match Not Found ¹

Time Completed: Dec 3, 2021 6:54 AM PST

Location: USA

***-**-7822

WIDESCREEN PLUS NATIONAL CRIMINAL SEARCH

Widescreen Plus National Criminal Search

Result:

Completed ¹

Time Completed: Dec 3, 2021 9:07 AM PST

mirna rosa, ***-**-7822

COURT RECORDS

Applicant Self-Reported Information

No Records Self-Reported

1. Criminal & Offense History (Variable Search Depth)

Complete - Court Record Found

rosa, mirna

Address(es): Waukegan, Lake County, IL, USA
Lake County, IL, USA

Location Searched: Waukegan, Lake County, IL
Lake County, IL

Time Completed: Dec 6, 2021 2:39 PM PST

Verified by: QA-75142

HireRight Comments: Dec 3, 2021 6:53 AM PST - Note:

-----Reason: Lake County, IL - Average court turnaround time is currently 2 business days.

Dec 3, 2021 11:37 AM PST - Kumar, Jay - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 08-Dec-2021

1.) Case Nbr.: 20CM00001883

Comments: (Circuit court)

Identifiers: Confirmation: Name, Date Of Birth. Name on file: [REDACTED]
Middle Initial on record confirmed to belong to the candidate

Count: 1

Severity: Misdemeanor (Or Equivalent)
Classification Not Recorded

Offense Date: Sep 6, 2020

Disp. Date: Dec 7, 2020

Offense: Retail Theft/Display Merchandise/
Less Than \$300

File Date: Sep 9, 2020

Disposition: Guilty 

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Sentence: Fines, court costs, restitution, fees, and other assessments: \$416.50. Fully paid.
Conditional discharge : 12 months; public service : 30 hours.

Next Court Date: Dec 13, 2021

2.) Case Nbr.: 18DT00000721

Comments: (Circuit court)

Identifiers: Confirmation: Name, Date Of Birth. Name on file: [REDACTED]
Middle Initial on record confirmed to belong to the candidate

Count: 1 **Severity:** Misdemeanor (Or Equivalent) Other Misdemeanor

Offense Date: May 6, 2018 **Disp. Date:** Jun 14, 2018

Offense: Driving Under Influence Of Alcohol

File Date: May 11, 2018

Disposition: Withhold judgment/supervision ?

Sentence: Fines, court costs, restitution, fees, and other assessments: \$2,688.76 (\$1,443.00 paid) (\$1,245.76 due). Not fully paid.
Supervised supervision :12 months; on 06/13/2019 supervision terminated.

mirna rosa, ***-**-7822

ADJUDICATION 3.0

Managed Adjudication 3.0

Result:

Complete ¹

Time Completed: Dec 7, 2021 7:58 AM PST

[REDACTED] ***-**-7822

SSN VALIDATION

SSN Validation

Result:

Complete - SSN has been issued by the SSA and not found in Death Master Index ¹

Time Completed: Dec 3, 2021 6:54 AM PST

Social Security # ***-**-7822 is valid. Issued in Illinois Between 1994 and 1999

ACTIVITY LOG

ACTIVITY	DATE/TIME	PERFORMED BY	RECIPIENT	RESULT
Report Submitted	Dec 3, 2021 6:53 AM PST	Mariano's		
Adjudicated	Dec 7, 2021 7:58 AM PST	HireRight		Hold
Email Notification	Dec 7, 2021 7:58 AM PST	HireRight System	Mariano's	Does Not Meet Company Standards

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

All times listed in America/Los_Angeles timezone

The Activity Log above may reflect activity for this screening report. E-mail notifications, if configured by the company that requested the report, may have been sent by or through HireRight to an authorized company-user (shown as the "Recipient"). Some adjudication history entries and related e-mail notifications, if any, indicate whether an initial determination was made regarding whether the report satisfied the company's hiring criteria (shown in the "Result" column), including any preliminary status Result of "Meets" or "Does Not Meet" company standards. Sometimes a company's final adjudication determination may change from its initial determination. Questions about the company's hiring decisions should be directed to the company.

LEGAL NOTES:

This report contains personal information, and should be handled at all times in accordance with your Service Agreement with HireRight and applicable law. Proper use of the content of this report, and final verification of the named individual's identity, are your responsibility.

Dec 16, 2021

[REDACTED] (AAA, TS-120221-MB3HQ)
2907 SPAULDING AVE
WAUKEGAN, IL, 60085

Dear Candidate:

Based on information contained in a recently obtained consumer report on you, Mariano's has elected to terminate your employment application process and not hire you, revoke your conditional offer of employment, or take some other negative employment-related action. The information in the report that was previously sent to you was obtained from:

General Information Solutions LLC, a HireRight company ('HireRight')
Attn: Consumers Department
14002 E. 21st Street Suite 1200
Tulsa, OK 74134
Toll-free telephone no.: 866-521-6995 * (Monday - Friday, 7am to 7pm Central Time)
Toll-free fax no: (918) 664-5520 *
Email: customerservice@hireright.com
<http://www.hireright.com/dispute>

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the 'Customer Service' tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

HireRight did not make the decision not to hire you or to discontinue your employment, and is unable to provide you with specific reasons why you were not hired or your employment was discontinued.

You have been provided with an opportunity to dispute the accuracy or completeness of any information contained in the report by contacting the courts in which the information was obtained.

Thank you again for considering employment with Mariano's.

Sincerely,

HireRight on behalf of Mariano's

Chris Griesmeyer

From: Flesher, Lindsay
Sent: Sunday, December 26, 2021 11:11 AM
To: BGDInquiry; RD 00542 Store Manager; RD 00542 Assistant Store Manager - HR
Cc: Carter, Jesse D; Offenbacher, Jessica K; Fickau, Nicole M
Subject: SECOND REQUEST: ACTION REQUIRED--BG Check Term [REDACTED]

Good morning!

Please see the email below. Associate is still active in ExpressHR. Please confirm that you've had the conversation as outlined and term in the system.

Thanks.

Lindsay Flesher

Associate Relations Manager

875 E. Wisconsin Ave. | Milwaukee, WI 53202

Office: 414-231-7337 | Cell: 224-240-8595

Email: Lindsay.Flesher@kroger.com



From: BGDInquiry <BGDTInquiry@Roundys.com>
Sent: Sunday, December 19, 2021 3:47 PM
To: RD 00542 Store Manager <RD00542StoreManager@Marianos.com>; RD 00542 Assistant Store Manager - HR <RD00542AssistantStoreManagerHR@Marianos.com>
Cc: Carter, Jesse D <jesse.carter@Marianos.com>; Offenbacher, Jessica K <Jessica.Offenbacher@roundys.com>; Fickau, Nicole M <Nicole.Fickau@roundys.com>
Subject: ACTION REQUIRED--BG Check Term [REDACTED]
Importance: High

NOTE: THIS EMAIL IS FOR NOTIFICATION PURPOSES ONLY TO STORE LEADERS. IT SHOULD NOT BE PRINTED AND GIVEN TO THE ASSOCIATE.

As you are aware, all new hires are on-boarded pending the outcome of a successful criminal background.

We received the criminal background check results for: [REDACTED]

Please communicate the following message to him/her prior to his/her next shift:

SCRIPT: "Due to the results of your background, you will no longer be eligible for employment with the Company. Your employment was contingent on the company receiving satisfactory results of a suitable background check. We appreciate your interest in working for the company. If you have questions regarding the findings of the background check you may contact HireRight 866-521-6995. If you have questions about the employment decision, you may contact Lindsay Flesher, Associate Relations Manager, at 414-231-7337."

After speaking with the team member:

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1. Please term the associate using term code 74-Failed Background Check Post Hire (not eligible for rehire).
2. Reply all to this email letting us know this has been completed and attach the contingent hiring offer the associate signed.
3. Print this email and place in the associate's file (do not provide written documentation or this email to the associate).

If you have any questions or concerns, please feel free to reach out.

Thank you.

Lindsay Flesher

Associate Relations Manager

875 E. Wisconsin Ave. | Milwaukee, WI 53202

Office: 414-231-7337 | Cell: 224-240-8595

Email: Lindsay.Flesher@kroger.com



EXHIBIT M

MR

Personal Details

Name

?

^

Start Date

3/22/19

Last Name

First Name

Demographic Info

+ Add

^

Country

United States

Gender

Female

Highest Education Level

Ethnicity

☒ I am Hispanic or Latino.

Veteran Self-Identification Status

Select the races you identify with.

☐ American Indian or Alaska Native

☐ Asian

☐ Black or African American

☐ Native Hawaiian or other Pacific Islander

☐ White

Disabled Veteran

Active Duty Wartime or Campaign Badge Veterans

Armed Forces Service Medal Veteran

Recently Separated Veteran

Start Date

3/22/19

Newly Separated Veteran Discharge Date

National Identifiers

+ Add

^

☒ Country

United States

Issue Date

Social Security Number

Expiration Date

Place of Issue

Biographical Info

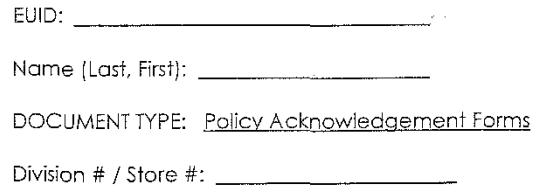


Date of Birth

[REDACTED]



EXHIBIT N



"This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it was accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report."

California Consumers: You may view the file maintained on you by HireRight during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at HireRight's offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone upon written request with proper identification. HireRight has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. If you would like additional information regarding your disclosure rights, you can request this information from HireRight by e-mail at customerservice@hireright.com, by telephone at 866-521-6995 or by mail at 100 Centerview Dr, Nashville, TN 37214.

"Este informe no garantiza la certeza ni la veracidad de la información en cuanto al sujeto de la investigación, pero sólo que fue copiado exactamente de archivos públicos. La información engendró a consecuencia del robo de la identidad, inclusive la evidencia de la actividad criminal, puede ser asociado inexactamente con el consumidor que es el sujeto del informe".

Los Consumidores de California: Usted puede ver el archivo mantenido en usted por HireRight durante horas de oficina normales. Usted puede obtener también una copia de este archivo, a someter identificación y pagar apropiados los costos de servicios de duplicación, apareciendo en oficinas de HireRight en la persona, durante horas de oficina normales y en la nota razonable, o por el correo; usted puede recibir también un resumen del archivo por teléfono sobre el pedido escrito con identificación apropiada. HireRight ha entrenado el personal disponible para explicarle su archivo a usted, inclusive información codificada. Si usted aparece en la persona, usted puede estar acompañado de uno otra persona, con tal de que persona proporcione identificación apropiada. Si usted querría información adicional con respecto a sus derechos de la revelación, usted puede solicitar esta información de HireRight por correo electrónico en customerservice@hireright.com, por teléfono en 866-521-6995 o por el correo en 100 Centerview Dr, Nashville, TN 37214.



Prepared By:
HireRight, LLC

Complete Report

14002 E. 21st Street Suite 1200
Tulsa, OK 74134

Social Security Number: ***-**-4305

PHONE: 866-521-6995

DOB: Received: **/**/**** **Submitted:** **/**/****

FAX: 877-797-3442

customerservice@hireright.com

Request #: TS-111221-F93ZG

Requested By:

Turnaround time: 33.8 business days

KRGFAMCO Generic User

Package: Criminal Approach Non-Ex

Mariano's

531 / Mariano's

Date Request Submitted: Nov 12, 2021 4:39 PM PST

1014 VINE STREET 8TH FLOOR

Request Completion Date: Jan 5, 2022 1:26 PM PST

CINCINNATI, OH 45202

Adjudication Status: Hold

PHONE: +1 () -

Adjudication Status Set: Jan 5, 2022 1:26 PM PST

E-MAIL: noemail@hireright.com

Job Location: Orland Park, Illinois 60462, Cook, USA

App ID: JA\$2663-24486380

Division Notification Email: Morgan.Manor@roundys.com; Genna.Viso@roundys.com

Ref16-Location for Drug Test: 00535

Candidate Age: 30

Candidate ID: 5117403743

Division: 531

BTB Flag: Position is in Illinois - No Response

Location: Orland Park

Requester Email: andrew.winfree@kroger.com

Exempt/Non Exempt: Non-Exempt

Job Title: Front End Team Member - Mariano's









Product	Verification	Result	Adjudication Result
Criminal & Offense History	Las Vegas, Clark, NV, USA	Complete - No Court Record Found	Clear
Criminal & Offense History	Marion, IN, USA	Complete - No Court Record Found	Clear

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Criminal & Offense History	Cook, IL, USA	Complete - Court Record Found	Hold
Criminal & Offense History	De Kalb, IL, USA	Complete - Court Record Found	Review
Criminal & Offense History	Cook, IL USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Criminal & Offense History	Cuyahoga, OH USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Managed Adjudication 3.0	Managed Adjudication 3.0	Complete	Hold
SSN Validation	SSN Validation	Complete - SSN has been issued by the SSA and not found in Death Master Index	Clear
NRMA Retail Theft Database	NRMA Retail Theft Database	Complete - Match Not Found	Clear
SSN Trace	****4305	Complete - Data Found	Clear
Widescreen Plus National Criminal Search	Widescreen Plus National Criminal Search	Completed	Clear

Adjudication Results Summary

Kroger Non-Exempt 3.0 Managed Adjudication Guidelines (GL-KRGFM-001) v3

Alert	Product	Status	Subrequest Adjudication	Product Adjudication
	SSN Validation	Completed	Clear	Undefined
	SS Trace/Credit	Completed	Clear	Undefined
	Court Records	Completed	Clear	Undefined
	Court Records	Completed	Clear	Undefined
	Court Records	Completed	Hold	Undefined
	Court Records	Completed	Review	Undefined
	Widescreen Plus National Criminal Search	Completed	Clear	Undefined
	NRMA Retail Theft Database	Completed	Clear	Undefined

Parkland beard, ***-**-4305

NRMA RETAIL THEFT DATABASE

NRMA Retail Theft Database

Result:

Complete - Match Not Found ¹

Time Completed: Nov 12, 2021 4:40 PM PST

Rudolph-Kimble v. Roundy's Illinois, LLC d/b/a Mariano's
N.D. Ill. Case No. 22-cv-02717CONFIDENTIAL
D000211

Location: USA

***-**-4305

WIDESCREEEN PLUS NATIONAL CRIMINAL SEARCH

Widescreen Plus National Criminal Search

Result:

Completed ¹

Time Completed: Nov 14, 2021 1:44 AM PST

***-**-4305

COURT RECORDS

4 subrequests

1. Criminal & Offense History (Variable Search Depth) beard, Parkland Andre

Complete - Court Record Found

Address(es): Cook County, IL, USA

Location Searched: Cook County, IL

Time Completed: Jan 3, 2022 12:22 PM PST

Verified by: QA-79351

HireRight Comments: Nov 14, 2021 1:44 AM PST - Delay:

-----Reason: Court Delay: Cook County, IL - Court has a standard processing time of up to 10 business days.

Nov 16, 2021 6:04 AM PST - PR14676 - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 24-Nov-2021

Nov 23, 2021 8:37 AM PST - Delay: 23-Nov-2021, 08:37

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/30/2021.

Dec 3, 2021 6:15 AM PST - PR14676 - Note: HireRight has contacted the vendor for an updated status of the request.

CONFIDENTIAL

Dec 3, 2021 6:26 AM PST - PR14676 - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 08-Dec-2021

.....

Dec 6, 2021 8:37 AM PST - Delay: 06-Dec-2021, 08:37

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/13/2021.

.....

Dec 15, 2021 9:27 AM PST - Dallaire, Nicole - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 21-Dec-2021

.....

Dec 21, 2021 6:33 AM PST - Dallaire, Nicole - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 28-Dec-2021

.....

Dec 27, 2021 5:47 PM PST - Delay: 27-Dec-2021, 17:47

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/31/2021.

.....

Dec 27, 2021 6:07 PM PST - Delay: 27-Dec-2021, 18:07

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/31/2021.

.....

Dec 30, 2021 8:42 PM PST - Delay: 30-Dec-2021, 20:42

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 01/10/2022.

.....

Dec 31, 2021 1:10 AM PST - Delay: 31-Dec-2021, 01:10

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 01/10/2022.

1.) Case Nbr.: 19C55042501

Comments:

Identifiers: Confirmation: Name, Date Of Birth, Address. NAME ON FILE ([REDACTED]);

Count: 1 **Severity:** Felony
Offense Date: Sep 9, 2019 **Disp. Date:** Sep 9, 2019
Offense: Forgery/Issue/Delivery Document
File Date: Sep 9, 2019
Disposition: Guilty ⓘ
Sentence: Sentence: 2 years probation terminated 02/22/2022; court (circuit);

2.) Case Nbr.: 20500353001

Comments:

Identifiers: Confirmation: Name, Date Of Birth, Address. NAME ON FILE [REDACTED]

Count: 1 **Severity:** Misdemeanor
Offense Date: Nov 25, 2020 **Disp. Date:** Nov 18, 2021
Offense: Theft Of Labor Or Services
File Date: Nov 25, 2020
Disposition: Guilty ⓘ
Sentence: Sentence: 2 days jail credit time served; court (circuit);

2. Criminal & Offense History (Variable Search Depth)

Complete - Court Record Found

Address(es): De Kalb County, IL, USA

Location Searched: De Kalb County, IL

Time Completed: Nov 15, 2021 11:53 AM PST

Verified by: QA-78462

1.) Case Nbr.: 2015CM001467 (DeKalb County,MultiCourt)

Comments:

Identifiers: Confirmation: Name, Date Of Birth. Name on file [REDACTED]


CONFIDENTIAL

Count: 1 **Severity:** Misdemeanor (Or Equivalent)
Other Misdemeanor

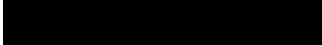
Offense Date: Dec 17, 2015 **Disp. Date:** Oct 24, 2016

Offense: Manufacturing/Delivery Cannabis 2.5 Grams
Less Than 10 Grams

File Date: Dec 18, 2015

Disposition: Guilty 

Sentence: Fines, court costs, restitution, fees, and other assessments: \$100.00 (Paid).
Conditional discharge 18 months.

3. Criminal & Offense History (Variable Search Depth)**Complete - No Court Record Found**

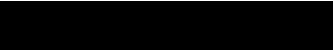
Address(es): Marion County, IN, USA

Location Searched: Marion County, IN

Time Completed: Nov 17, 2021 1:35 AM PST

Verified by: QA-434

HireRight Comments: Nov 14, 2021 1:44 AM PST - Delay:
-----Reason: Court Delay: Marion County, IN - Court has a standard processing
time of up to 5 business days.

4. Criminal & Offense History (Variable Search Depth)**Complete - No Court Record Found**

Address(es): Las Vegas, Clark County, NV, USA

Location Searched: Las Vegas, Clark County, NV

Time Completed: Nov 16, 2021 4:37 PM PST

Verified by: QA-434

HireRight Comments: Nov 15, 2021 6:00 PM PST - Delay: 15-Nov-2021, 18:00
-----Email notification sent to requestor.

CONFIDENTIAL

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/22/2021.

***-**-4305

ADJUDICATION 3.0**Managed Adjudication 3.0****Result:****Complete ¹****Time Completed:** Jan 5, 2022 1:26 PM PST

***-**-4305

SSN VALIDATION**SSN Validation****Result:****Complete - SSN has been issued by the SSA and not found in Death Master Index ¹****Time Completed:** Nov 12, 2021 4:39 PM PST

Social Security # ***-**-4305 is valid. Issued in Ohio Between 1990 and 1994

ACTIVITY LOG

ACTIVITY	DATE/TIME	PERFORMED BY	RECIPIENT	RESULT
Report Submitted	Nov 12, 2021 4:39 PM PST	Mariano's		
Adjudicated	Jan 5, 2022 1:26 PM PST	HireRight		Hold
Email Notification	Jan 5, 2022 1:26 PM PST	HireRight System	Mariano's	Does Not Meet Company Standards

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

All times listed in America/Los_Angeles timezone

The Activity Log above may reflect activity for this screening report. E-mail notifications, if configured by the company that requested the report, may have been sent by or through HireRight to an authorized company-user (shown as the "Recipient"). Some adjudication history entries and related e-mail notifications, if any, indicate whether an initial determination was made

regarding whether the report satisfied the company's hiring criteria (shown in the "Result" column), including any preliminary status Result of "Meets" or "Does Not Meet" company standards. Sometimes a company's final adjudication determination may change from its initial determination. Questions about the company's hiring decisions should be directed to the company.

LEGAL NOTES:

This report contains personal information, and should be handled at all times in accordance with your Service Agreement with HireRight and applicable law. Proper use of the content of this report, and final verification of the named individual's identity, are your responsibility.

Jan 5, 2022

[REDACTED] (PAA, TS-111221-F93ZG)
2205 w 119th
Blue island, IL, 60406

Dear Candidate:

As part of its employment process, Mariano's obtains, or asks others acting on its behalf to obtain, consumer reports regarding Candidates. These reports assist them in evaluating individuals for employment as Mariano's team members.

We are enclosing a copy of the consumer report obtained in conjunction with your consideration for employment.

The information in the report was obtained from:

General Information Solutions LLC, a HireRight company ('HireRight')
Attn: Consumers Department
14002 E. 21st Street Suite 1200
Tulsa, OK 74134
Toll-free telephone no.: 866-521-6995 * (Monday - Friday, 7am to 7pm Central Time)
Toll-free fax no: (918) 664-5520 *
Email: customerservice@hireright.com
<http://www.hireright.com/dispute>

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the 'Customer Service' tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

We are also enclosing a copy of an information sheet summarizing your rights under the Fair Credit Reporting Act (FCRA) and other information about certain state laws.

Mariano's has or will be completing their review of this information and this matter within the next few days, and may take action based on the enclosed report.

You have the right to dispute the accuracy or completeness of any information contained in the report by contacting HireRight directly.

Thank you again for considering employment with Mariano's.

Sincerely,

HireRight on behalf of Mariano's

Enc:
Copy of Investigation Report
Summary of Rights Under FCRA

"This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it was accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report."

California Consumers: You may view the file maintained on you by HireRight during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at HireRight's offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone upon written request with proper identification. HireRight has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. If you would like additional information regarding your disclosure rights, you can request this information from HireRight by e-mail at customerservice@hireright.com, by telephone at 866-521-6995 or by mail at 100 Centerview Dr, Nashville, TN 37214.

"Este informe no garantiza la certeza ni la veracidad de la información en cuanto al sujeto de la investigación, pero sólo que fue copiado exactamente de archivos públicos. La información engendró a consecuencia del robo de la identidad, inclusive la evidencia de la actividad criminal, puede ser asociado inexactamente con el consumidor que es el sujeto del informe".

Los Consumidores de California: Usted puede ver el archivo mantenido en usted por HireRight durante horas de oficina normales. Usted puede obtener también una copia de este archivo, a someter identificación y pagar apropiados los costos de servicios de duplicación, apareciendo en oficinas de HireRight en la persona, durante horas de oficina normales y en la nota razonable, o por el correo; usted puede recibir también un resumen del archivo por teléfono sobre el pedido escrito con identificación apropiada. HireRight ha entrenado el personal disponible para explicarle su archivo a usted, inclusive información codificada. Si usted aparece en la persona, usted puede estar acompañado de uno otra persona, con tal de que persona proporcione identificación apropiada. Si usted querría información adicional con respecto a sus derechos de la revelación, usted puede solicitar esta información de HireRight por correo electrónico en customerservice@hireright.com, por teléfono en 866-521-6995 o por el correo en 100 Centerview Dr, Nashville, TN 37214.

**Prepared By:****HireRight, LLC**14002 E. 21st Street Suite 1200

Tulsa, OK 74134

PHONE: 866-521-6995**FAX:** 877-797-3442customerservice@hireright.com**Complete Report****Social Security Number:** ***-**-4305**DOB: Received:** **/**/**** **Submitted:** **/**/******Request #: TS-111221-F93ZG**

Turnaround time: 33.8 business days

Package: Criminal Approach Non-Ex**Requested By:****KRGFAMCO Generic User****Mariano's****531 / Mariano's**

1014 VINE STREET 8TH FLOOR

CINCINNATI, OH 45202

PHONE: +1 () -**E-MAIL:** noemail@hireright.com**Date Request Submitted:** Nov 12, 2021 4:39 PM PST**Request Completion Date:** Jan 5, 2022 1:26 PM PST**Adjudication Status:** Hold**Adjudication Status Set:** Jan 5, 2022 1:26 PM PST**Job Location:** Orland Park, Illinois 60462, Cook, USA**App ID:** JA\$2663-24486380**Division Notification Email:** Morgan.Manor@roundys.com; Genna.Viso@roundys.com**Ref16-Location for Drug Test:** 00535**Candidate Age:** 30**Candidate ID:** 5117403743**Division:** 531**BTB Flag:** Position is in Illinois - No Response**Location:** Orland Park**Requester Email:** andrew.winfree@kroger.com**Exempt/Non Exempt:** Non-Exempt**Job Title:** Front End Team Member - Mariano's









Product	Verification	Result	Adjudication Result
Criminal & Offense History	Las Vegas, Clark, NV, USA	Complete - No Court Record Found	Clear
Criminal & Offense History	Marion, IN, USA	Complete - No Court Record Found	Clear

CONFIDENTIAL

Criminal & Offense History	Cook, IL, USA	Complete - Court Record Found	Hold
Criminal & Offense History	De Kalb, IL, USA	Complete - Court Record Found	Review
Criminal & Offense History	Cook, IL USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Criminal & Offense History	Cuyahoga, OH USA	Service Not Ordered: Clear in Widescreen Plus National Criminal Search	
Managed Adjudication 3.0	Managed Adjudication 3.0	Complete	Hold
SSN Validation	SSN Validation	Complete - SSN has been issued by the SSA and not found in Death Master Index	Clear
NRMA Retail Theft Database	NRMA Retail Theft Database	Complete - Match Not Found	Clear
SSN Trace	****4305	Complete - Data Found	Clear
Widescreen Plus National Criminal Search	Widescreen Plus National Criminal Search	Completed	Clear

Adjudication Results Summary

Kroger Non-Exempt 3.0 Managed Adjudication Guidelines (GL-KRGFM-001) v3

Alert	Product	Status	Subrequest Adjudication	Product Adjudication
	SSN Validation	Completed	Clear	Undefined
	SS Trace/Credit	Completed	Clear	Undefined
	Court Records	Completed	Clear	Undefined
	Court Records	Completed	Clear	Undefined
	Court Records	Completed	Hold	Undefined
	Court Records	Completed	Review	Undefined
	Widescreen Plus National Criminal Search	Completed	Clear	Undefined
	NRMA Retail Theft Database	Completed	Clear	Undefined

 _-4305

NRMA RETAIL THEFT DATABASE

NRMA Retail Theft Database

Result:

Complete - Match Not Found ¹

Time Completed: Nov 12, 2021 4:40 PM PST

Rudolph-Kimble v. Roundy's Illinois, LLC d/b/a Mariano's
N.D. Ill. Case No. 22-cv-02717

CONFIDENTIAL
D000221

Location: USA

***-**-4305

WIDESCREEEN PLUS NATIONAL CRIMINAL SEARCH

Widescreen Plus National Criminal Search

Result:

Completed ¹

Time Completed: Nov 14, 2021 1:44 AM PST

*-**-4305

COURT RECORDS

4 subrequests

1. Criminal & Offense History (Variable Search Depth)

Complete - Court Record Found

beard, Parkland Andre

Address(es): Cook County, IL, USA

Location Searched: Cook County, IL

Time Completed: Jan 3, 2022 12:22 PM PST

Verified by: QA-79351

HireRight Comments: Nov 14, 2021 1:44 AM PST - Delay:

-----Reason: Court Delay: Cook County, IL - Court has a standard processing time of up to 10 business days.

Nov 16, 2021 6:04 AM PST - PR14676 - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 24-Nov-2021

Nov 23, 2021 8:37 AM PST - Delay: 23-Nov-2021, 08:37

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/30/2021.

Dec 3, 2021 6:15 AM PST - PR14676 - Note: HireRight has contacted the vendor for an updated status of the request.

CONFIDENTIAL

Dec 3, 2021 6:26 AM PST - PR14676 - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 08-Dec-2021

.....

Dec 6, 2021 8:37 AM PST - Delay: 06-Dec-2021, 08:37

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/13/2021.

.....

Dec 15, 2021 9:27 AM PST - Dallaire, Nicole - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 21-Dec-2021

.....

Dec 21, 2021 6:33 AM PST - Dallaire, Nicole - Delay:

-----Reason: Additional Research is Required to Complete This Request

-----Estimated Completion Date: 28-Dec-2021

.....

Dec 27, 2021 5:47 PM PST - Delay: 27-Dec-2021, 17:47

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/31/2021.

.....

Dec 27, 2021 6:07 PM PST - Delay: 27-Dec-2021, 18:07

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 12/31/2021.

.....

Dec 30, 2021 8:42 PM PST - Delay: 30-Dec-2021, 20:42

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 01/10/2022.

.....

Dec 31, 2021 1:10 AM PST - Delay: 31-Dec-2021, 01:10

-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 01/10/2022.

1.) Case Nbr.: 19C55042501

Comments:

Identifiers: Confirmation: Name, Date Of Birth, Address. NAME ON FILE ([REDACTED]);

Count: 1 **Severity:** Felony
Offense Date: Sep 9, 2019 **Disp. Date:** Sep 9, 2019
Offense: Forgery/Issue/Delivery Document
File Date: Sep 9, 2019
Disposition: Guilty ⓘ
Sentence: Sentence: 2 years probation terminated 02/22/2022; court (circuit);

2.) Case Nbr.: 20500353001

Comments:

Identifiers: Confirmation: Name, Date Of Birth, Address. NAME ON FILE ([REDACTED])

Count: 1 **Severity:** Misdemeanor
Offense Date: Nov 25, 2020 **Disp. Date:** Nov 18, 2021
Offense: Theft Of Labor Or Services
File Date: Nov 25, 2020
Disposition: Guilty ⓘ
Sentence: Sentence: 2 days jail credit time served; court (circuit);

2. Criminal & Offense History (Variable Search Depth)

Complete - Court Record Found

Address(es): De Kalb County, IL, USA
Location Searched: De Kalb County, IL
Time Completed: Nov 15, 2021 11:53 AM PST
Verified by: QA-78462

1.) Case Nbr.: 2015CM001467 (DeKalb County,MultiCourt)

Comments:

Identifiers: Confirmation: Name, Date Of Birth. Name on file: [REDACTED]


CONFIDENTIAL

Count: 1 **Severity:** Misdemeanor (Or Equivalent)
Other Misdemeanor

Offense Date: Dec 17, 2015 **Disp. Date:** Oct 24, 2016

Offense: Manufacturing/Delivery Cannabis 2.5 Grams
Less Than 10 Grams

File Date: Dec 18, 2015

Disposition: Guilty 

Sentence: Fines, court costs, restitution, fees, and other assessments: \$100.00 (Paid).
Conditional discharge 18 months.

3. Criminal & Offense History (Variable Search Depth)**Complete - No Court Record Found**

Address(es): Marion County, IN, USA

Location Searched: Marion County, IN

Time Completed: Nov 17, 2021 1:35 AM PST

Verified by: QA-434

HireRight Comments: Nov 14, 2021 1:44 AM PST - Delay:
-----Reason: Court Delay: Marion County, IN - Court has a standard processing
time of up to 5 business days.

4. Criminal & Offense History (Variable Search Depth)**Complete - No Court Record Found**

Address(es): Las Vegas, Clark County, NV, USA

Location Searched: Las Vegas, Clark County, NV

Time Completed: Nov 16, 2021 4:37 PM PST

Verified by: QA-434

HireRight Comments: Nov 15, 2021 6:00 PM PST - Delay: 15-Nov-2021, 18:00
-----Email notification sent to requestor.

CONFIDENTIAL

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 11/22/2021.

Parkland beard, ***-**-4305

ADJUDICATION 3.0

Managed Adjudication 3.0

Result:

Complete ¹**Time Completed:** Jan 5, 2022 1:26 PM PST

***-**-4305

SSN VALIDATION

SSN Validation

Result:

Complete - SSN has been issued by the SSA and not found in Death Master Index ¹**Time Completed:** Nov 12, 2021 4:39 PM PST

Social Security # ***-**-4305 is valid. Issued in Ohio Between 1990 and 1994

ACTIVITY LOG

ACTIVITY	DATE/TIME	PERFORMED BY	RECIPIENT	RESULT
Report Submitted	Nov 12, 2021 4:39 PM PST	Mariano's		
Adjudicated	Jan 5, 2022 1:26 PM PST	HireRight		Hold
Email Notification	Jan 5, 2022 1:26 PM PST	HireRight System	Mariano's	Does Not Meet Company Standards

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

All times listed in America/Los_Angeles timezone

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regarding whether the report satisfied the company's hiring criteria (shown in the "Result" column), including any preliminary status Result of "Meets" or "Does Not Meet" company standards. Sometimes a company's final adjudication determination may change from its initial determination. Questions about the company's hiring decisions should be directed to the company.

LEGAL NOTES:

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Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your Federal rights contact:

TYPE OF BUSINESS:	PLEASE CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission:

CONFIDENTIAL

b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut St., Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area Supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

(CALIFORNIA APPLICANTS ONLY)
CALIFORNIA CONSUMER RIGHTS
UNDER CALIFORNIA CIVIL CODE SECTIONS 1786.10, ET SEQ.

You have rights when an investigative consumer report is obtained on you. The following are some of your rights:

1. You have the right to contact the agency that made the report. You can do this in one of the following ways:
 - (a) You can go to the agency in person during the normal business hours and on reasonable notice. You can bring someone with you. You and that person may be required to present identification. You may be required to sign a paper allowing the agency to discuss your file with or to show your file to this person.
 - (b) You may receive your file by certified mail, if you have given written notice to the agency that you want information

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mailed to you or to another person you want to receive the file. You will be required to provide identification when you write for your file.

(c) You may be able to discuss your file over the telephone if you have given written instructions to the agency and have provided identification.

2. You have the right to receive a copy of your file or your investigative consumer report at the agency. You may be charged up to \$8.00 to obtain a copy of your report or file. However, you may receive a free copy if:

(a) Once during a twelve month period if you are unemployed and intend to seek employment within sixty (60) days or you receive public welfare assistance or you believe your file contains inaccurate information because of fraud.

(b) If you are receiving a copy from the agency relating to an investigation into the accuracy of information you have disputed or if information is put back into your file.

3. You have the right to know the following information:

(a) The names of the persons and companies who have received a report about you in the last three (3) years. You may request their addresses and telephone numbers.

(b) Explanations of any codes or abbreviations used in your report, so you can understand the report.

4. You have the right to dispute any information in your file. You must contact the agency directly to do so. The person who ordered a report is required to give you the name and address of the agency.

(a) The agency has thirty (30) days from the day it receives your dispute to complete the investigation.

(b) When the agency is done with the investigation, it must tell you of any changes made in the report as a result of the investigation.

(c) If the investigation does not remove the information disputed by you, you have the right to place your statement of the facts in your file. The agency has people to help you write the statement. The agency may limit your statement to five hundred (500) words.

(d) If information is removed or you add a statement to your file, you can request the agency to send the report, as changed or with your statement, to anyone who received the information in the last two (2) years.

(e) If information that is removed from your files is placed back in your file, you are entitled to receive written notice of that fact and you have the right to dispute the information added.

5. You also have rights under federal law in regard to your report. A copy of those rights is given to you with this California statement of consumer rights. Many of these rights are also included within California law.

(SOLO PARA SOLICITANTES DE CALIFORNIA)
DERECHOS DEL CONSUMIDOR EN CALIFORNIA
EN VIRTUD DE LAS SECCIONES DEL CÓDIGO CIVIL DE CALIFORNIA 1786.10, ET SEQ.
(CALIFORNIA CIVIL CODE SECTIONS 1786.10, ET SEQ.)

Usted tiene derechos cuando un reporte de investigación del consumidor es obtenido respecto a usted. Los siguientes son algunos de sus derechos:

1. Usted tiene derecho de contactar la agencia que hizo el reporte y puede hacer esto de las maneras siguientes:

(a) Puede ir a la agencia en persona durante horas normales de trabajo y en la nota razonable. Puede traer a un acompañante. Usted y esa persona debe traer una identificación. Es posible que tenga que firmar un documento en el que usted dará derecho a la agencia de discutir lo que está en su archivo o de mostrar el archivo a la persona que lo acompaña.

(b) Usted puede recibir su archivo por correspondencia certificada si es que avisó a la agencia por escrito que desea información por carta o desea que otra persona reciba su archivo. Por lo tanto, usted deberá proveer una identificación cuando solicite la información.

(c) Usted podrá platicar respecto a su archivo por teléfono si es que dió instrucciones por escrito a la agencia y presentó una identificación.

2. Usted tiene derecho de recibir una copia de su archivo o de su reporte de investigación del consumidor en la agencia y se le puede cobrar hasta 8.00 dólares para obtener una copia de su reporte o archivo. De cualquier manera, usted podrá recibir una copia gratis en las siguientes circunstancias:

(a) Si es que durante doce meses usted está desempleado o tiene intenciones de buscar empleo durante 60 días o si usted recibe asistencia pública o cree que su archivo contiene información incorrecta debido a fraude.

(b) Si usted recibe una copia de la agencia relacionada con la investigación para verificar la exactitud de la información

que usted reportó o si es que la información fuè regresada a su archivo.

3. Usted tiene derecho de saber la siguiente información:

(a) Los nombres de personas y de compañías quienes han recibido un reporte respecto a usted en los últimos 3 años y puede solicitar sus domicilios y números de teléfono.

(b) Usted puede solicitar que se le explique códigos o abreviaciones utilizadas en su reporte para que usted lo pueda comprender con más claridad.

4. Usted tiene derecho de reclamar cualquier información que esté en su archivo pero deberá contactar a la agencia directamente. La persona que ordenó el reporte deberá darle a usted el nombre y domicilio de la agencia.

(a) La agencia tiene 30 días para completar la investigación.

(b) Una vez terminada la investigación, la agencia debe informarle a usted de cualquier cambio que se haya hecho al reporte como resultado de la investigación.

(c) Si es que la investigación no elimina información reportada por usted, entonces tiene derecho de agregar su declaración en el archivo. La agencia tiene personal que le puede ayudar a escribir su declaración siempre y cuando no exceda quinientas (500) palabras.

(d) Si usted elimina o agrega información a su archivo puede pedirle a la agencia que mande el reporte como "Cambiado" o con su declaración a cualquiera que haya recibido la información en los últimos dos años.

(e) Si hay información que fuè eliminada de su archivo y después vuelta a poner, usted tiene derecho a recibir por escrito lo sucedido y tiene derecho a reclamar la información agregada.

5. También tiene derechos bajo la ley federal respecto a su reporte. Se le dará una copia de esos derechos con esta declaración de derechos del consumidor de California.

(MASSACHUSETTS APPLICANTS ONLY)

INFORMATION CONCERNING THE PROCESS IN CORRECTING A CRIMINAL RECORD

1. If you have undergone a background check by an agency that has received a criminal record from the Department of Criminal Justice Information Systems (DCJIS), you may ask the agency to provide you with a copy of the criminal record. You may also request a copy of your adult criminal record from the Department of Criminal Justice Information Services, 200 Arlington Street, Suite 2200, Chelsea, MA 02150 or by calling (617)660-4640 or go to the [Massachusetts iCORI service](#).
2. The DCJIS charges \$25.00 fee to provide an individual with a copy of his/her criminal record. You may complete an affidavit of indigency and request that the DCJIS waive the fee.
3. Upon receipt, review the record. If you need assistance in interpreting the entries or dispositions, please contact the Constituent Assistance and Research Unit at 617.660.4640 between 8:00AM and 6:00PM Eastern Time, Monday - Friday or via email at iCORI.INFO@state.ma.us
4. The DCJIS does not offer "walk-in" service but you may call our Legal Division at (617)660-4760 for assistance or the CARI Unit of the Office of the Commissioner of Probation at (617)727-5300.
5. If you believe that a case is opened on your record that should be marked closed, you may contact the Office of the Commissioner of Probation Department at the court where the charges were brought and request that the case(s) be updated.
6. If you believe that a disposition is incorrect, contact the Chief Probation Officer at the court where the charges were brought or the CARI Unit at the Office of the Commissioner of Probation and report that the court incorrectly entered a disposition on your criminal record.
7. If you believe that someone has stolen or improperly used your identity and were arraigned on criminal charges under your name, you may contact the Office of the Commissioner of Probation CARI Unit or the Chief Probation Officer in the court where the charges were brought. For a listing of courthouses and telephone numbers please click [here](#).
8. In some situations of identity theft, you may need to contact the DCJIS to arrange to have fingerprints analysis conducted.
9. If there is a warrant currently outstanding against you, you need to appear at the court and ask that the warrant be recalled. You cannot do this over the telephone.
10. If you believe that an employer, volunteer agency, housing agency or municipality has been provided with a criminal record that does not pertain to you, the agency should contact the CORI Unit for assistance at (617)660-4640.

(MASSACHUSETTS APPLICANTS ONLY)

A Summary of Your Rights

Under Massachusetts General Law CH. 93 § 62(A)

If a credit report was reviewed or taken into account in the adverse action decision:

You have the right to obtain a free copy of your credit report within sixty days from the consumer credit reporting agency which has been identified on this notice. The consumer credit reporting agency must provide someone to help you interpret the information on your credit report. Each calendar year you are entitled to receive, upon request, one free consumer report.

You have the right to dispute inaccurate information by contacting the consumer credit reporting agency directly. If you have notified a consumer credit reporting agency in writing that you dispute the accuracy of information in your file, the agency must then, within thirty business days, reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a statement to the consumer credit reporting agency, to be kept in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about the disputed information in a report it issues about you.

The consumer reporting agency that provided the credit report is:

HireRight, LLC.
100 Centerview Dr
Nashville, TN 37214
Phone: 866-521-6995*
Fax: 877-797-3442*
E-mail: customerservice@hireright.com

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the "Customer Service" tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

(NEW JERSEY APPLICANTS ONLY)
A Summary of Your Rights
Under New Jersey's Fair Credit Reporting Act

Under the New Jersey Fair Credit Reporting Act (NJFCRA or the "Act"), an employer, before taking adverse employment action, is required to provide the applicant or employee with a summary of their rights under the Act with respect to consumer reports or investigative consumer reports obtained for employment purposes from a consumer reporting agency (CRA). This Summary is intended to serve that purpose.

You can find the complete text of the NJCRA, N.J. Stat. §§56:11-29 - 56:11-41, at the New Jersey State Legislature's web site (<http://www.njleg.state.nj.us/>). You may have additional rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the Internet at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must consent to the procurement for employment purposes of a report about you.** Before an employer can obtain a report about you from a CRA, the employer must provide you with notice that it will request the report and obtain your consent to that request. A CRA may not give out information about you to your employer, or prospective employer, without your written consent.
- **You must be told if information in your file has been used against you for employment purposes.** An employer who uses information from a consumer or investigative consumer report to take action against you - such as denying an application for employment or terminating employment - must tell you that its decision is based in whole or in part on the report. The employer also must provide you with a description of your rights under the NJCRA and a reasonable opportunity to dispute with the CRA any information on which the employer relied.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file and a list of everyone who has recently requested your file. These disclosures may be made in person, over the telephone or by any other reasonable method available to the CRA.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the disputed items, free of charge, within 30 days, unless the CRA determines that the dispute is frivolous or irrelevant. The CRA must give you a written report of the investigation. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files within 30 days after you dispute it. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the business name and address.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may sue them in state court.

(NEW YORK APPLICANTS ONLY)
NEW YORK CORRECTION LAW
ARTICLE 23-A

**LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY
CONVICTED OF ONE OR MORE CRIMINAL OFFENSES**

Section 750. Definitions.

751. Applicability.

752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

753. Factors to be considered concerning a previous criminal conviction; presumption.n.

754. Written statement upon denial of license or employment.

755. Enforcement.

§750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.

(f) The seriousness of the offense or offenses.

(g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.

(h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§755. Enforcement.

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

(WASHINGTON APPLICANTS ONLY)
A Summary of Your Rights
Under Washington's Fair Credit Reporting Act

Under the Washington state Fair Credit Reporting Act (WFCRA or the "Act"), an employer, before taking adverse employment action, is required to provide the applicant or employee with a summary of their rights under the Act with respect to consumer reports or investigative consumer reports obtained for employment purposes from a consumer reporting agency (CRA). This Summary is intended to serve that purpose.

You can find the complete text of the WFCRA, Wash. Rev. Code §§19.182.005-19.182.902, at the Washington State Legislature's web site (<http://www.leg.wa.gov>). You may have additional rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the Internet at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must consent to the procurement for employment purposes of a report about you.** Before an employer can obtain a report about you from a CRA, the employer must provide you with notice that it will request the report and obtain your consent to that request. A CRA may not give out information about you to your employer, or prospective employer, without your written consent.
- **You must be told if information in your file has been used against you for employment purposes.** An employer who uses information from a consumer or investigative consumer report to take action against you - such as denying an application for employment or terminating employment - must tell you that its decision is based in whole or in part on the report and give you the name, address and phone number of the CRA that provided the report. The employer also must provide you with a description of your rights under the WFCRA and a reasonable opportunity to dispute with the CRA any information on which the employer relied.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file (except that medical information may be withheld), and a list of everyone who has recently requested your file. These disclosures may be made in person, over the telephone or by any other reasonable method available to the CRA. At your request, any medical information contained in your file will be disclosed to the healthcare provider of your choice.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the disputed items, free of charge, within 30 business days, unless the CRA determines that the dispute is frivolous or irrelevant. The CRA must give you a written report of the investigation. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files within 30 business days after you dispute it. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the business name and address.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the WFCRA, you may sue them in state court.

Jan 14, 2022

[REDACTED] (AAA, TS-111221-F93ZG)
2205 w 119th
Blue island, IL, 60406

Dear Candidate:

Based on information contained in a recently obtained consumer report on you, Mariano's has elected to terminate your employment application process and not hire you, revoke your conditional offer of employment, or take some other negative employment-related action. The information in the report that was previously sent to you was obtained from:

General Information Solutions LLC, a HireRight company ('HireRight')
Attn: Consumers Department
14002 E. 21st Street Suite 1200
Tulsa, OK 74134
Toll-free telephone no.: 866-521-6995 * (Monday - Friday, 7am to 7pm Central Time)
Toll-free fax no: (918) 664-5520 *
Email: customerservice@hireright.com
<http://www.hireright.com/dispute>

* If you are outside of North America, please visit <http://www.hireright.com/Contact-Us.aspx#> and click on the 'Customer Service' tab for HireRight's toll-free phone and fax numbers for use from locations around the globe.

HireRight did not make the decision not to hire you or to discontinue your employment, and is unable to provide you with specific reasons why you were not hired or your employment was discontinued.

You have been provided with an opportunity to dispute the accuracy or completeness of any information contained in the report by contacting the courts in which the information was obtained.

Thank you again for considering employment with Mariano's.

Sincerely,

HireRight on behalf of Mariano's



PB

Employment Info

Actions

Assignment

Legal Employer Roundy's Illinois, LLC	Assignment Category 04 - Part Time
Business Unit The Kroger Co. BU	Bargaining Unit UFCW Local 881
Job STORE/NIGHT TEAM MEMBER LEVEL 1	Collective Agreement 0531 Mariano's UFCW 881 Fresh Market Clerks C364
Department 0531.SGRO	Union United Food & Commercial Workers International U...
Grade Ladder 0531.C364.Team Member Levels	Person Number 3693787
Grade C364.Team Member Level 1 - Cook County	Division 0531 Mariano's
Location 0531 00535 Orland Park	HR Location 00535
Position 0531.SGRO.C364.STORE/NIGHT TEAM MEMBER LEV...	Legacy Location 00535
	PUC CK0881R



Seniority Dates

?



There's nothing here so far.

Employment History



Involuntary Termination Failed Background Check, Post Hire	Start Date 1/16/22
Hire New Hire	Start Date 11/16/21

EXHIBIT O

PB

Personal Details

Name

?

Start Date

11/16/21

Last Name

First Name

Demographic Info

+ Add

Country

United States

Gender

Male

Ethnicity

☐ I am Hispanic or Latino.

Highest Education Level

Veteran Self-Identification Status

Disabled Veteran

☐

Active Duty Wartime or Campaign Badge Veterans

☐

Armed Forces Service Medal Veteran

☐

Recently Separated Veteran

☐

Newly Separated Veteran Discharge Date

Select the races you identify with.

☒ American Indian or Alaska Native

☐ Asian

☐ Black or African American

☐ Native Hawaiian or other Pacific Islander

☐ White

Start Date

11/16/21

National Identifiers

Biographical Info

EXHIBIT P

Mariano's Associate: Brandon Rudolph-Kimble.

ATTN: Kroger HR, Kroger Headquarters, Kroger Executive Team.

Date: March 15, 2022.

Subject Matter: Sexual Harrasment ACT, OSHA ACT, Fair Credit ACT Human Rights ACT, EEOC ACT, BanTheBox ACT!!!

FACTS

Hi, Kroger Headquarters my name is Brandon Rudolph-Kimble, I am a former associate of Mariano's, a Kroger facility subsidiary. I was hired february 8, 2022. There, I have had a recent encounter of misconduct and harassment with multiple violations against myself from human resources and other team members of Mariano's/Kroger! One in particular that hired me was Crystal M. Human Resources Manager of 1612 clark street Chicago, Illinois 60615. I was interviewed in January 2022 for a position I applied online at another location but was ultimately offered a position by Crystal M.-H.R. to work overnight 3AM-10AM shift Meat/Deli Level #3 Leader for \$16.35 per hour Full Time Contract. I was Told by Crystal M. also to wait until my "Criminal Background" Check comes back at 100% to start work orientation. I did this and waited nearly 14 days and or more until my background check came back for clearance. I would call Crystal M.-H.R. during the wait days to make sure I was able to start. I was told by Crystal M.-H.R. to continue waiting until Criminal Background check clears at 100% then Mariano's can proceed to hire Brandon Rudolph-Kimble, to become Associate! I was then called that Tuesday

February 6, 2022 to come in February 8, 2022 to sign Mariano's Employment Offer and do online Mariano's Associate Assessment like OSHA and EEOC ACT! I was told by Crystal M. I am leadership so I have to do the Meat Deli certification exam and training doing power jack certification exam! I noticed on February 8, 2022 afternoon with Crystal M.-H.R. when everything was going well with orientation comment "We have a new hire his name is Brandon Kimble beautiful skin I would fuck him I wonder he got a Big dick or not and he is working in Meat Deli Department"!!!! I overheard this, while I was looking to get back to the cubital, where I was working, and I got lost and turned around at the clock IN station box, where the cubital is located is where I heard this message: Crystal M.-H.R. could not see me listening to this comment by her and another associate! I did not report the comment in fear of losing my job honestly and I was not pleased by what I heard. I felt violated because of Crystal M.-H.R. made the comments and also felt that If I told someone about this Comment Crystal M. made, this Kroger/Mariano's location would be an Intimidating Hostile Environment with interference of my ability to do my job and provide for my family!! I should have reported this though on the day February 8, 2022 But I did not out of Fear of My job! Going Forward I was never trained to do Power Jack Lifting or did the exam at all due to the Store Manager Ziam putting the training off, but I was told to use the Power Jack Lift by Management without Training and Exam Certification that "its okay nobody's follow laws around here in Mariano's"! This is against Occupational Safety Health Administration Laws in that State of Illinois and also against employees Mariano's/Kroger facilities at all cost! At this time of nearly working 2 weeks into the facility, I felt I was working in an intimidating hostile working environment and a very offensive one as well. Fast Forward to March 15, 2022 Tuesday I was told by a fellow coworker/Butcher

that Crystal M.-H.R. want to speak to you after your shift is over at 10 AM that morning. I went to the cubital where Crystal M. was located and had asked her if anything she needed from me , Crystal M proceeded to Say “ Brandon you are Terminated Here's the Email Thread, and here's a witness Jermaine-Mariano's Associate, and to call Mariano's Hotline in Milwaukee to file complaint and your job is not eligible for rehire”! Crystal M. then walked away from Me with Jermaine -Mariano's Associate with no more response! I was Angry and Confused because I did not see this coming and I have a family to Feed. These Email Threads for I brandon Rudolph-kimble are against “Ban the Box Law” in the State of Illinois I have a copy of the Email thread and it states that I'm not eligible for rehire and “Criminal Background” was the reason and cause of termination at Mariano's/Kroger! According to the “Ban the Box Law” of Illinois, Mariano's/Kroger are to perform an interview individual assessment considering the following mitigating factors 1.)The law of the conviction 2.) The number of convictions on record 3.) The nature and severity of the conviction 4.) The facts /circumstances surrounding the conviction 5.) The age of the employee at the time of the conviction is 6.) Evidence of rehabilitation Efforts. I was not counseled or interviewed about this Law at all by H.R.-Crystal M. At Mariano's/Kroger and this is against the law of Illinois State! With That being said also I was not given my “Criminal Background”Record that also violated “Ban the Box Law” “EEOC ACT” and against state of Illinois Law being a Employee of Mariano's/Kroger! These claims have caused multiple violations and Has Been a Total Discrimnation against Brandon Rudolph-Kimble and against the Illinois state Laws at Mariano's/Kroger. I have received Retaliation TortMotivation because I was looking to grow and level up to #4 within leadership at Mariano's then this Termination comes up for “Criminal Background” with no review process considered , then I had the Sexual

Harrasment Comments about me from H.R-Crystal M on February 8, 2022 which made me feel at that time my employment was upon submission for sexual conduct/basis employment decision. I have a wife and A Baby Girl ,April Due for Delivery, and my employment status has been nothing but Shattering to my family and Aggravating to myself! I have become "HOMELESS" because I don't have any money to continue paying my bills and utilities at my former residences and I have been evicted due to these circumstances!! These issues at Mariano's/Kroger have made my life unstable and caused Health Stress on blood pressure high and Mental Anguish/ Emotional Distress where I don't feel worthy to go back to work anywhere to work or even apply myself!!!I have not been able to sleep at all because I was terminated illegally by Mariano's/Kroger, and im trying to figure how to take care of my Family and Marital status as of right now because this termination and Discrimination!!!! It's Covid-19 precautions still there at the location store 1615 South clark street Chicago,Illinois 60615 Mariano's/Kroger and I put my life on the line to work, not to get discriminated Post Hire for criminal background or and sexualharrasment along with Equal Opportunity rights violated within 37 days of working! I have been in and out of Emergency Rooms because of Mariano's/Kroger trying to keep from stressing about My Termination from Mariano's/Kroger Facility. Also I can no longer shop at the location 1612 South Clark street Chicago, Illinois 60615 store Mariano's/Kroger because my Name has got around do to "Gossip" that i was terminated due to Criminal Background check and this is has caused a breach with fiduciary from Mariano's/Kroger about my termination of contract, the illegal way it was handled and my human rights violated as well!!!! I am seeking Award Compensation From Mariano's/Kroger immediately to April 30, 2022 of this for \$2,000,000.00 due to Sexual Harrasment Act, Ban The Box Act, EEOC Act,

OSHA Act. Myself Brandon Rudolph-Kimble and My Attorney are willing to mediate for settlement now up until May05, 2022 im willing to come in person to discuss agreement or through GOGGLE MEET video via chat! If I don't hear and receive settlement from Mariano's/Kroger Executives, Senior Management, and or Board Directors I will proceed with Lawsuits against the companies Immediately for all these Violations May 05, 2022! My contact is 708-970-9675 Email is rudolphkimblebrandon@gmail.com ,Thanks In Advance Sincerely
Brandon Rudolph-Kimble...

EXHIBIT Q

Chris Griesmeyer

From: Joosten, Henricus <henricus.joosten@kroger.com>
Sent: Monday, July 4, 2022 6:59 PM
To: Flesher, Lindsay
Cc: Joosten, Henricus
Subject: Brandon Rudolph-Kimble Investigation
Attachments: RE: Question to ask / answer; RE: Question to ask / answer; RE: Question to ask / answer; RE: Jermaine/Todd Questions;; RE: Confidential - investigation questions; RE: Questions to answer for Crystal; Brandon Rudolph Schedule - Store 512; Kronos Timecards.pdf; KnowMe Training Completion.pdf

Lindsay-

Here is what I have so far in the investigation into the allegations of Brandon Rudolph-Kimble, formerly of 512 South Loop.

Among those interviewed are :

- PSM Crystal Brandon
- SD Zaim Vukic
- Co-Manager Reginald (Reggie) Watson
- ASM Deleonte Catchings (does not remember Mr. Rudolph-Kimble, and likely had very limited or no interactions with him)
- Meat & Seafood Manager Dominique Peyton (his direct supervisor, and chiefly responsible for his training)
- GOM Jermaine Coleman (present at termination as a witness)
- ASM Francisco is out on paternity leave, and awaiting the statement of Todd Sturgill, Overnight Replenishment Manager.

Also attached:

- KnowMe Training Completions
- Kronos Timecards
- Escheduler schedule

Here are the issues investigated, and what I found:

“Wrongful Termination”, “Ban the Box”:

- Brandon was terminated for failing his background check.
- In his file is the document where he acknowledges the contingent hiring policy. He specifically did not request to start after his BGC was completed.
- PSM Crystal Brandon stated that the contingent hiring policy was explained when the job offer was made, as well as during orientation (see Crystal’s statement).

“Employment Contingent on sexual favors”, “Beautiful Skin”, “All Black Men are Gay” comments

- Crystal categorically denies having any such conversation, or saying anything that could be construed to mean what Mr. Rudolph-Kimble alleges. No further witnesses were named.
- Crystal categorically denies saying “all black men are gay”, or saying anything that could be construed to mean what Mr. Rudolph-Kimble alleges. No further witnesses were named.
- Crystal categorically denies saying Brandon had “beautiful skin”, or saying anything that could be construed to mean what Mr. Rudolph-Kimble alleges. No further witnesses were named.

OSHA violations – Powered Pallet Jack

- No manager remembers Mr. Kimble-Rudolph ever using the electric power jack, nor would there have been a need for one with the tasks that he typically was assigned to complete. They say he used the regular hand-powered jack to move pallets when needed.
- He completed his PIT introduction training on 2/11/22, which would informed him that he would not be able to use the powered jack without proper training.
- No member of management (SD, CO, PSM, Meat Manager or ASM) ever directed Mr. Kimble-Rudolph to use the electric power jack.
- Meat Manager Dominique and SD Zaim (twice) remember Brandon asking to be certified on the powered jack; for the majority of his training, certification captain Reggie Watson was supporting the King Sooper's Division, and was not available. Dominique referred Mr. Rudolph-Kimble to SD Zaim; Zaim told him twice that they could not start the training as Reggie was not available.
- No evidence of anyone stating "It's okay nobody follows laws around here in Mariano's".

PTO / Missing Wages

- No PTO was accrued.
- Timecards and schedule are attached; all time worked was paid out, no evidence of any missing wages.

"Homelessness", causing family to break up

- On several occasions, Mr. Rudolph-Kimble discussed his personal life with Meat Manager Dominique Peyton.
- During these conversations he stated that he was living with the mother of his child, but that they were not together.
- He further stated that they had multiple altercations, at least one of which resulted in the police being called, and that he had been "kicked out" on multiple occasions.

Breaking confidentiality regarding termination

- No evidence that any of store management ever shared the reason for Mr. Rudolph-Kimble's termination with any hourly associates.

I believe this conclusively wraps up all claims alleged by Mr. Rudolph-Kimble; let me know if you need anything further.

Hay Joosten – SHRM-SCP

District HR Leader - Mariano's

9501 W. Devon Ave. Suite 502 | Rosemont, IL 60018

Office: 414-231-7713 | Cell: 847-282-0124

Email: Henricus.Joosten@Marianos.com



Chris Griesmeyer

From: Brandon, Crystal M <crystal.brandon@Marianos.com>
Sent: Monday, July 4, 2022 4:34 PM
To: Joosten, Henricus; Vukic, Zaim Z
Subject: RE: Question to ask / answer

Z response below.

From: Joosten, Henricus <henricus.joosten@kroger.com>
Sent: Monday, July 4, 2022 12:11 PM
To: Vukic, Zaim Z <Zaim.Vukic@Marianos.com>; Brandon, Crystal M <crystal.brandon@Marianos.com>
Subject: Question to ask / answer

Questions for Z/Reggie/Deleonte/Francisco/Todd:

- Anything that stands out for the employment of Brandon Rudolph-Kimble? **No.**
- Which interactions, if any, do you recall having with him? **Brandon and I had a few conversations regarding PIT training.**
 - Did you ever train him, or show him, anything in particular? **No.**
 - Did he ever asked to be trained on something? **Yes, PIT training.**
 - **If so, what did you do? Was this training provided? I advised that I was not the trainer and he could have to wait for Reggie but Reggie was in Colorado. I did advise he continue to use the hand jack and not the PIT.**
 - Did you ever see him use any powered equipment? **I do not remember.**
 - **If so, what, and when? Was he directed to so by anyone to your knowledge? N/A**
 - Did he ever ask to use any powered equipment? **Yes.**
 - Did he ever request any training on powered equipment? **Yes.**
- Did you ever have any other conversations with him regarding work, work performance, attendance? **Yes. Attendance. Just being on time and here everyday and if he was ever going to be late to call the store.**
- Did he ever bring up that he was not properly trained? If so, what did you do? **No.**
- Did he ever bring up that he felt sexually harassed? **No.**

Hay Joosten – SHRM-SCP

District HR Leader - Mariano's

9501 W. Devon Ave. Suite 502 | Rosemont, IL 60018

Office: 414-231-7713 | Cell: 847-282-0124

Email: Henricus.Joosten@Marianos.com



Chris Griesmeyer

From: Brandon, Crystal M <crystal.brandon@Marianos.com>
Sent: Monday, July 4, 2022 4:36 PM
To: Joosten, Henricus; Vukic, Zaim Z
Subject: RE: Question to ask / answer

Deleonte do not remember who this associate is.

From: Joosten, Henricus <henricus.joosten@kroger.com>
Sent: Monday, July 4, 2022 12:11 PM
To: Vukic, Zaim Z <Zaim.Vukic@Marianos.com>; Brandon, Crystal M <crystal.brandon@Marianos.com>
Subject: Question to ask / answer

Questions for Z/Reggie/Deleonte/Francisco/Todd:

- Anything that stands out for the employment of Brandon Rudolph-Kimble?
- Which interactions, if any, do you recall having with him?
 - Did you ever train him, or show him, anything in particular?
 - Did he ever asked to be trained on something?
 - If so, what did you do? Was this training provided?
 - Did you ever see him use any powered equipment?
 - If so, what, and when? Was he directed to so by anyone to your knowledge?
 - Did he ever ask to use any powered equipment?
 - Did he ever request any training on powered equipment?
- Did you ever have any other conversations with him regarding work, work performance, attendance?
- Did he ever bring up that he was not properly trained? If so, what did you do?
- Did he ever bring up that he felt sexually harassed?

Hay Joosten – SHRM-SCP

District HR Leader - Mariano's

9501 W. Devon Ave. Suite 502 | Rosemont, IL 60018

Office: 414-231-7713 | Cell: 847-282-0124

Email: Henricus.Joosten@Marianos.com



Chris Griesmeyer

From: Watson, Reginald L <Reginald.Watson@Marianos.com>
Sent: Monday, July 4, 2022 5:20 PM
To: Brandon, Crystal M; Joosten, Henricus
Cc: Vukic, Zaim Z; Brandon, Crystal M
Subject: RE: Question to ask / answer

Please respond to these questions.

Subject: Question to ask / answer

Questions for Z/Reggie/Deleonte/Francisco/Todd:

- Anything that stands out for the employment of Brandon Rudolph-Kimble? **Nice, polite wanted to work did everything we asked of him.**
- Which interactions, if any, do you recall having with him? **When I walked the store if I saw Brandon I would speak and asked how he was doing like I do everyone.**
 - Did you ever train him, or show him, anything in particular? **I showed him how to rotate product and just reiterated what Dominique and the team showed him.**
 - Did he ever asked to be trained on something? **Not to me.**
 - If so, what did you do? Was this training provided?
 - Did you ever see him use any powered equipment? **No**
 - If so, what, and when? Was he directed to so by anyone to your knowledge?
 - Did he ever ask to use any powered equipment? **No**
 - Did he ever request any training on powered equipment? **Not to me.**
- Did you ever have any other conversations with him regarding work, work performance, attendance? **Yes, I told him I liked his enthusiasm and to keep up the good work.**
- Did he ever bring up that he was not properly trained? If so, what did you do? **No**
- Did he ever bring up that he felt sexually harassed? **No**

Hay Joosten – SHRM-SCP

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9501 W. Devon Ave. Suite 502 | Rosemont, IL 60018

Office: 414-231-7713 | Cell: 847-282-0124

Email: Henricus.Joosten@Marianos.com



Chris Griesmeyer

From: Brandon, Crystal M <crystal.brandon@Marianos.com>
Sent: Monday, July 4, 2022 4:08 PM
To: Joosten, Henricus; Vukic, Zaim Z
Subject: RE: Jermaine/Todd Questions:

Jermaine answers below. Interview was conducted on 7/4/22 at 4:03pm.

From: Joosten, Henricus <henricus.joosten@kroger.com>
Sent: Monday, July 4, 2022 12:27 PM
To: Brandon, Crystal M <crystal.brandon@Marianos.com>; Vukic, Zaim Z <Zaim.Vukic@Marianos.com>
Subject: Jermaine/Todd Questions:

Questions Jermaine:

- Anything that stands out for the employment of Brandon Rudolph-Kimble? **No.**
- Which interactions, if any, do you recall having with him? **Casual talk such as speaking.**
 - Did you ever train him, or show him, anything in particular? **No.**
 - Did he ever asked to be trained on something? **No.**
 - If so, what did you do? Was this training provided? **N/A**
 - Did you ever see him use any powered equipment? **No.**
 - If so, what, and when? Was he directed to so by anyone to your knowledge? **N/A**
 - Did he ever ask to use any powered equipment? **No.**
 - Did he ever request any training on powered equipment? **No.**
- Did you ever have any other conversations with him regarding work, work performance, attendance? **No.**
- Did he ever bring up that he was not properly trained? If so, what did you do? **No.**
- Did he ever bring up that he felt sexually harassed? **No.**
- Can you describe, in as much details as you can, the termination conversation?
 - Who was present? **Crystal, myself and Brandon**
 - What was said? **Crystal stated his background did not clear and we had to terminate his employment. It was against company policy to continue employment.**
 - What was their reaction? **Shocked.**
 - How was this explained? **Brandon expressed he did not have a background and it was a mistake.**
 - What additional detail was provided? **Brandon asked what was on his background and Crystal stated that he could call the number provided if he had more questions.**
 - How was this received? **Brandon seemed very surprised. He didn't seem upset just shocked.**
 - How did the conversation end? **It ended with the information given, he said "ok" and left the building.**
 - Did you have any further interaction with Brandon after this? **No.**

Thanks!

Hay Joosten – SHRM-SCP
 District HR Leader - Mariano's

9501 W. Devon Ave. Suite 502 | Rosemont, IL 60018

Office: 414-231-7713 | Cell: 847-282-0124

Email: Henricus.Joosten@Marianos.com



Chris Griesmeyer

From: Peyton, Dominique <dominique.peyton@Marianos.com>
Sent: Monday, July 4, 2022 4:43 PM
To: Joosten, Henricus
Cc: Vukic, Zaim Z; Brandon, Crystal M
Subject: RE: Confidential - investigation questions

From: Joosten, Henricus <henricus.joosten@kroger.com>
Sent: Monday, July 4, 2022 12:32 PM
To: Peyton, Dominique <dominique.peyton@Marianos.com>
Cc: Brandon, Crystal M <crystal.brandon@Marianos.com>; Vukic, Zaim Z <Zaim.Vukic@Marianos.com>
Subject: Confidential - investigation questions
Importance: High

Hi Dominique-

As discussed, a few questions about the employment of Brandon Rudolph-Kimble.

Interview:

- What do you remember of the interview? **He was well spoken, polite**
- What was good? What, if anything, was worrisome? **It was good that he lived close by and had open availability**
- Why did you decide to hire him? **He had a very positive attitude and seemed like he was eager to learn**
- What availability did you agree upon? **Overnight/ Open**
- Did you ever discuss him working outside of this availability? **No his availability was open**
- Were you involved in any of the onboarding/orientation? **Yes I spoke with him before he was hired**
- Were you involved in planning his training? If so, how, and what was the plan? **Yes, The plan was for him to be trained by all 3 butchers in organizing the cooler(dating the cooler, proper rotation. I was to train him on processed wall (proper rotation, filling product) and frozen load (organizing product, working product, & rotatating)**

Training/Employment:

- Anything that stands out for the employment of Brandon Rudolph-Kimble? **He did really well with customers and anything I would ask of him he would for the most part do. He was just always late or calling off because of personal issues.**
 - How did his training progress? **He either called off or was late by more than 2+ hours for almost all of his training. He did well when he with facing processed wall and filling product but he would easily get distracted and take longer than needed for only one task – but this was mainly due to him getting caught up in conversations with customers – his 30 days was extended because of his positive attitude and how well he was with customers**
 - Did you train him the same as you have trained others in the past? If anything was different, why did you approach it differently? **Not differently but because he was hired to be a overnight level 3 I had high expectations for him since he would be working without supervision for most of his shifts.**
 - Did he provide any feedback to you during his training? **He would mention that he was happy to be given the opportunity and that he really enjoyed his role because he felt like we gave him a chance to be a leader. He would only give positive feedback pertaining to the position and his training**
 - Did he meet expectations during his training? If he did not in certain areas, what did you do to correct these? **He did not meet expectations with his attendance and time management. Yes I spoke to him**

regarding his call offs and tardiness to try and see if another time frame would work for him. He told me it was the personal issues he had going on at home that caused him to be late. I also spoke with him regarding his time management because I felt like he would take longer on a task than needed. He would agree and tell me he would work on it.

- Did he train only with you? **No**
 - How many shifts total would you say he was trained for? **The idea was for him to be trained for two weeks. So a total of 10 shifts but he either called off or would be late for most of his training**
 - If he trained with other, who? What was he trained on? **Ed, Tony, & Oscar on breaking down fresh meat product in cooler and dating and organizing product**
- Which interactions, if any, do you recall having with him? **He mentioned some of the personal issues he had going on with the mother of his child. He would mention that he was staying with her but they weren't in a relationship. They would often argue and she would kick him out and police would be called.**
 - Did you ever train him, or show him, anything in particular? **He was trained by me on breaking down processed/frozen load, filling product, organizing and proper rotation**
 - Did he ever asked to be trained on something? **Not in particular. He did mention that he wanted to be certified to use the power jack.**
 - If so, what did you do? Was this training provided? **He was instructed to get with the store director to choose a date and time to be certified. He told me that they had agreed on a day but it didn't get done because something had came up and Z wasn't able to train him on that particular day. He was instructed to only use the manual jack until he could get certified.**
 - Did you ever see him use any powered equipment? **No**
 - If so, what, and when? Was he directed to so by anyone to your knowledge?
 - Did he ever ask to use any powered equipment? **No**
 - Did he ever request any training on powered equipment? **Yes, he asked to be certified for the power jack but I told him until he was certified he could only use the manual jack**
- Did you ever have any other conversations with him regarding work, work performance, attendance? **Yes, I had a conversation with him regarding his attendance. I asked him if it was something we could do so that he could get to work on time. He told me that he had personal issues with the mother of his child and that he was working on finding his own place. His reasoning for being late or calling off was because Brandon and the mother of his child would get in arguments and he would be either kicked out or the cops would be called due to the argument and he would have nowhere to go.**
- Did he ever bring up that he was not properly trained? If so, what did you do? **On my off days he was instructed to help the butchers with breaking down the fresh meat load (organizing), work processed, and any frozen he had time for. The butcher on duty or my level 3 Nelson was instructed to help with breaking down the fresh meat load with Brandon and to take care of the chicken and grinds for the self service counter and bunker. Brandon told me that when I was off nobody helped him with the chicken load and he was expected to work the product when he wasn't trained on that. I told him that he was to not to work the chicken product because he wasn't trained on it and it was the butcher on duty or Nelson task. I spoke with all 3 butchers and Nelson regarding that incident and told them that he was only to help with breaking down the load, working processed, and frozen.**
- Did he ever bring up that he felt sexually harassed? **No**

Brandon also mentioned that he had other issues going on regarding a family member stealing his identity and filing taxes under his name so he was in the process of taking legal action for that. He would mention the issues he had with the mother of his child and how she would kick him out and didn't want to see him doing well for himself. He said that he was in the process of trying to find his own place to get away with the negativity he had going on at the home he shared with the mother of his child.

There were attendance red flags with Brandon from the start but he had a positive attitude, he did great with customers, and he listened to most of what I asked him to do so his 30 day performance was extended.

He was fired because his background did not clear and he was to be terminated immediately

Let me know if you need anything else.

Thanks in advance for your detailed answers.

Hay Joosten – SHRM-SCP

District HR Leader - Mariano's

9501 W. Devon Ave. Suite 502 | Rosemont, IL 60018

Office: 414-231-7713 | Cell: 847-282-0124

Email: Henricus.Joosten@Marianos.com



Chris Griesmeyer

From: Brandon, Crystal M <crystal.brandon@Marianos.com>
Sent: Monday, July 4, 2022 4:57 PM
To: Joosten, Henricus
Subject: RE: Questions to answer for Crystal

See responses in green.

From: Joosten, Henricus <henricus.joosten@kroger.com>
Sent: Monday, July 4, 2022 4:37 PM
To: Brandon, Crystal M <crystal.brandon@Marianos.com>
Subject: RE: Questions to answer for Crystal

Few more questions – in purple below.

Hay Joosten – SHRM-SCP

District HR Leader - Mariano's

9501 W. Devon Ave. Suite 502 | Rosemont, IL 60018

Office: 414-231-7713 | Cell: 847-282-0124

Email: Henricus.Joosten@Marianos.com



From: Brandon, Crystal M <crystal.brandon@Marianos.com>
Sent: Monday, July 4, 2022 12:50 PM
To: Joosten, Henricus <henricus.joosten@kroger.com>
Subject: RE: Questions to answer for Crystal

Please see answers below.

Thank you,

Crystal Brandon

People Service Manager

512 | 1615 S Clark Street, Chicago, IL 60616

Store Phone: 312-225-4386

Email: Crystal.Brandon@marianos.com

💜 Everyone Friendly & Caring 💛 Everything Fresh ❤️ Uplift Every Way 💙 Improve Every Day



From: Joosten, Henricus <henricus.joosten@kroger.com>
Sent: Monday, July 4, 2022 12:24 PM
To: Brandon, Crystal M <crystal.brandon@Marianos.com>
Subject: Questions to answer for Crystal

Interview/Hire:

- Where did you first meet Brandon Rudolph-Kimble? I met Brandon the last week of January when he walked in for an interview.

- When was he interviewed? Was this scheduled, or on the spot? Was there any further telephone conversation prior to the interview? Brandon was interviewed on January 26 and he was hired on the spot. No telephone conversation prior to this interview time.
- Did he tell you he had applied at that time? Brandon stated that he applied for store 503. I advised him to apply for store 512 because I was unable to pull his application.
- Why did he apply to both stores? Im not sure why he applied to 503.
 - What did you do to get the application to your store? He applied to store 512 before the interview started.
- How was the interview? The interview went well. Military experience and work/leadership experience.
- Who did the second interview? Domonique Peyton
- Why did you decide to hire him? I hired him because Domonique stated he would be an asset to the Meat department and his interview with me went well.
- What was the conversation like during the hiring process? The conversation consisted of the contingent hiring process, when he would be able to be scheduled for orientation, and the training process. What exactly did you say/explain about the contingent hiring process? Did he have questions about it, and where they answered? I told Brandon that contingent hiring was a process where I can hire candidates with the background check still pending. Once the BGC comes back in which you have the option to wait but it gives you an opportunity to work while it is still pending. I gave him the paperwork and asked him if he understood it and he said "yes, I would like to start immediately." All questions was answered. Brandon only wanted to know how long the BGC takes.
- Was Background check discussed? If so, what do you remember of this conversation? Yes, he asked me how long does the background take to come back, I did explain the contingent hiring process. Any details on what you explained? I explained that the BGC could take anywhere from a week to months depending on how many states you lived in, if your name/address changed, pending charges, a number of different things could affect this.
- Was contingent hiring discussed? If so, what do you remember of this conversation? Yes, Brandon signed the background letter. I discussed with Brandon that he would be hired contingently and if something was on his background, I would notify him. Any reaction or questions from Brandon? No reaction or questions from Brandon. He was just eager to start.
- Can you explain the time frame between interview date, and start date? Is this typical? Are there any reasons for this? I was recently transferred to store 512 at the end of January. Brandon was interviewed Jan 26 and started Feb 8. This was typical during this time frame due to the several pending candidates waiting for orientation at the time.

Paperwork/Orientation

- What do you remember of the orientation? I remember discussing the policies, training process and uniform process.
- Was anything out of the ordinary discussed? Not at all.
 - Did you discuss where Brandon was from with anyone? No.
 - Did you discuss his Skin or other physical attributes with anyone? No.
 - Did you refer to the possible size of his genitals in any way to anyone? No.
 - Did you discuss wanting to have sexual intercourse (fuck) with Brandon with anyone? No.
 - If no to these questions above, did you have any kind of conversation, with any one, at any time, about any one, that could be interpreted or be construed as you having said those things? I did not and would not have this conversation with anyone about anybody.
- Was anything discussed in regards to background check, and/or contingent hiring? Yes, I discussed the background check process with the entire orientation and no 1on1 conversations with Brandon and I. Can you provide more details? What did you discuss with during orientation with the group? When was the discussion with Brandon? What was discussed on both occasions. During the orientation, I discussed the policies I listed below more in detail, I also walked each one of the associates through the training that they were being provided. I also walked them through the IAM process and the WOTC process. Then we discussed the union. Nothing more.

Training

- Is there anything that stands out about the training of Brandon? No. Everything seemed ok.
- Did he complete all his computer training? Yes.
- Did he complete all his hands-on training? Yes.
- Was he fully certified to his level? If not, why? Yes. I am not sure if he finished his L3 certification but he was given training.
 - Was he fully certified to any level? If not, why? Yes. What do you mean by this? Yes received training. I recall him doing his certification but I do not recall what level he completed up to.
 - Was any passport ever started for Brandon? No passport.
- Was his training ever interrupted, or postponed in any kind of way? If so, was this at the direction of anyone in particular? No.
- Did his training take the normal amount of time? No, Brandon actually took a little longer than most. Not sure why.
 - If not, did it take longer or shorter than expected? Do you recall why? Longer. He went at a slower speed on his training.
- Anything that stands out for the employment of Brandon Rudolph-Kimble? Brandon had attendance issues.
- Which interactions, if any, do you recall having with him? No interactions other than orientation, the conversations regarding his attendance and discussing the policies. Which policies were discussed? Attendance, dress code, harassment, breaks, personal items in the departments.
 - Did you ever train him, or show him, anything in particular? No.
 - Did he ever asked to be trained on something? Not to me.
 - If so, what did you do? Was this training provided? N/A
 - Did you ever see him use any powered equipment? No.
 - If so, what, and when? Was he directed to so by anyone to your knowledge? N/A
 - Did he ever ask to use any powered equipment? No.
 - Did he ever request any training on powered equipment? No.
- Did you ever have any other conversations with him regarding work, work performance, attendance? Yes, during his time of employment, ive had conversations regarding his attendance declining.
- Did he ever bring up that he was not properly trained? If so, what did you do? No.
- Did he ever bring up that he felt sexually harassed? No.

Termination:

- What do you recall of the termination conversation? I received a email regarding his BGC. I spoke with Brandon on his next scheduled shift with Jermaine (GOM) present and told him that he had to be let go due to his BGC coming back. Brandon asked if it's a number to reach out to, I gave him the letter and the number he can reach out to. I also gave him the union information and told him to freely reach out with any additional information but it was nothing I could do.
- Did you have any interactions with him after this conversation? No.

If you feel I missed anything, feel free to add!

Hay Joosten – SHRM-SCP

District HR Leader - Mariano's

9501 W. Devon Ave. Suite 502 | Rosemont, IL 60018

Office: 414-231-7713 | Cell: 847-282-0124

Email: Henricus.Joosten@Marianos.com



Chris Griesmeyer

From: Brandon, Crystal M <crystal.brandon@Marianos.com>
Sent: Monday, July 4, 2022 12:27 PM
To: Joosten, Henricus
Subject: Brandon Rudolph Schedule - Store 512

+		Name	Hours	Sat 2/26/2022	Sun 2/27/2022	Mon 2/28/2022	Tue 3/1/2022	Wed 3/2/2022	Thu 3/3/2022	Fri 3/4/2022	Sat 3/5/2022
Q		MICHAEL	32.00	4:00p-10:00p	2:00p-10:00p	2:00p-10:00p			4:00p-10:00p	5:00p-10:00p	5:00p-10:00p
Q		QUENTIN	35.00	Personal 4.00	5:00a-12:00p	5:00a-12:00p	5:00a-12:00p		5:00a-12:00p		5:00a-12:00p
Q		OSCAR	25.00	5:00a-12:00p	12:00p-5:00p	10:00a-3:00p	10:00a-3:00p	10:00a-3:00p		12:00p-5:00p	
Q		RAMON	0.00								
Q		TONY	40.00		12:00p-8:00p		12:00p-8:00p	12:00p-8:00p		5:00a-1:00p	5:00a-1:00p
Q		OSCAR	40.00			5:00a-1:00p	5:00a-1:00p	5:00a-1:00p	5:00a-1:00p	12:00p-8:00p	
Q		DOMINIQUE	50.00		8:00a-4:00p	8:00a-4:00p		8:00a-4:00p	8:00a-11:00a	8:00a-11:00a	8:00a-4:00p
Q		RUDOLPH-KIMBLE, ...	35.00		3:00a-10:00a		3:00a-10:00a	3:00a-10:00a		3:00a-10:00a	3:00a-10:00a
Q		JEREMIAH	0.00		12:00p-5:00p						
Q		CORLA	25.00			5:00p-10:00p	5:00p-10:00p	5:00p-10:00p	5:00p-10:00p		5:00p-10:00p
Q		SHANIKA	0.00								
Q		NELSON	35.00	5:00a-12:00p	5:00a-12:00p	5:00a-12:00p		5:00a-12:00p		5:00a-12:00p	5:00a-12:00p
Q		MAURICE	0.00								

	Total	Sat 2/26	Sun 2/27	Mon 2/28	Tue 3/1	Wed 3/2	Thu 3/3	Fri 3/4	Sat 3/5
Forecasted Hrs	418.00	68.25	69.50	54.50	60.25	62.25	47.50	56.00	68.00
Sched Hrs (Direct)	418.00	57.00	69.00	62.00	53.00	53.00	56.00	59.00	66.00
Over	109.25	7.00	12.50	14.00	15.25	17.00	19.75	19.25	11.50
Under	109.25	18.25	13.00	6.50	22.50	26.25	11.25	16.25	13.50
15min Sched Rating	48	63	63	62	37	31	35	37	63
Daily Sched Rating	100	116	101	86	112	115	82	95	103
Sched Hrs (Indirect)	50.00	0.00	10.00	10.00	0.00	10.00	5.00	5.00	10.00

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+		Name	Hours	Sat 3/5/2022	Sun 3/6/2022	Mon 3/7/2022	Tue 3/8/2022	Wed 3/9/2022	Thu 3/10/2022	Fri 3/11/2022	Sat 3/12/2022
Q		ED	35.00	12:00p-8:00p	12:00p-7:00p		5:00a-12:00p	5:00a-12:00p		12:00p-7:00p	12:00p-7:00p
Q		BINA	35.00	10:00a-5:00p	10:00a-5:00p			10:00a-5:00p	10:00a-5:00p	10:00a-5:00p	10:00a-5:00p
Q		MICHAEL	30.00	5:00p-10:00p	4:00p-10:00p	4:00p-10:00p		4:00p-10:00p		4:00p-10:00p	4:00p-10:00p
Q		QUENTIN	30.00	5:00a-12:00p	5:00a-11:00a	5:00a-11:00a	5:00a-11:00a		5:00a-11:00a		5:00a-11:00a
Q		OSCAR	25.00		10:00a-3:00p	10:00a-3:00p	10:00a-3:00p	10:00a-3:00p			10:00a-3:00p
Q		RAMON	18.00		5:00a-9:00a	5:00a-9:00a		5:00a-9:00a		5:00a-9:00a	
Q		TONY	35.00	5:00a-1:00p		5:00a-12:00p	12:00p-7:00p	12:00p-7:00p	12:00p-7:00p	12:00p-7:00p	
Q		OSCAR	35.00		12:00p-7:00p	12:00p-7:00p			5:00a-12:00p	5:00a-12:00p	5:00a-12:00p
Q		DOMINIQUE	50.00	6:00a-4:00p	6:00a-4:00p	6:00a-4:00p		6:00a-4:00p	6:00a-4:00p	12:00p-10:00p	
Q		RUDOLPH-KIMBLE, ...	35.00	3:00a-10:00a	3:00a-10:00a		3:00a-10:00a	3:00a-10:00a		3:00a-10:00a	3:00a-10:00a
Q		CORLA	13.00		5:00p-10:00p	6:00p-10:00p	6:00p-10:00p				
Q		SHANIKA	18.00		10:00a-2:00p		10:00a-2:00p		10:00a-2:00p		10:00a-2:00p
Q		NELSON	35.00	5:00a-12:00p	5:00a-12:00p	5:00a-12:00p		5:00a-12:00p		5:00a-12:00p	5:00a-12:00p
Q		MILLIE	8.00								
			Total	Sat 3/5	Sun 3/6	Mon 3/7	Tue 3/8	Wed 3/9	Thu 3/10	Fri 3/11	Sat 3/12
Forecasted Hrs			398.50	68.00	62.75	51.75	61.75	56.00	46.25	54.50	65.50
Sched Hrs (Direct)			398.00	66.00	68.00	56.00	52.00	54.00	48.00	54.00	66.00
Over			107.50	11.50	21.50	14.25	14.25	15.25	13.00	19.75	9.50
Under			108.00	13.50	16.25	10.00	24.00	17.25	11.25	20.25	9.00
15min Sched Rating			46	63	40	53	38	42	48	27	72
Daily Sched Rating			100	103	92	92	116	104	96	101	99
Sched Hrs (Indirect)			50.00	10.00	10.00	10.00	0.00	10.00	10.00	10.00	0.00

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7/04/22 13:10:23 iSeries History: Roundy's Chicago KMA - 531RI

Emp#: BR84689 RUDOLPH-KIMBLE, BRA Badge:
 Options: 1=View B=Brkdwn
 Position: _____

Selected Period
 From:
 To:

Opt	Date	In	Out	Hours	Sch	Pcd	Ap	Labor	Levels	Notes
TU	2/08/22	1200A	3	1.00		1HIRE	0	512.TRN	NEWHIRE	C
TU	2/08/22	115P	U 402P	2.78			0	512.MEAT		
TH	2/10/22	915A	U 402P	6.78			0	512.MEAT		
FR	2/11/22	1214P	U 423P	4.15			0	512.MEAT		
SA	2/12/22	606A	U 131P	7.42			0	512.MEAT		
MO	2/14/22	517A	U 229P	9.20			0	512.MEAT		
TU	2/15/22	617A	U 130P	7.22			0	512.MEAT		
WE	2/16/22	620A	U 209P	7.82			0	512.MEAT		
FR	2/18/22	804A	U 1246P	4.70			0	512.MEAT		
FR	2/18/22	126P	L 421P	2.92			0	512.MEAT		M
SA	2/19/22	707A	U 203P	6.93			0	512.MEAT		
										More...
1HIRE	1.00	REG	140.62	OT	2.66	SUNRG	22.72	SU100	22.72	

F3=Exit F12=Cancel F13=ROUNDED F8=Adjust F14=Defaults F9=Previous F15=Punches F10=Next F16=Audit Total 167.00 F11=Charge

CONFIDENTIAL

7/04/22 13:10:23 iSeries History: Roundy's Chicago KMA - 531RI

Emp#: BR84689 RUDOLPH-KIMBLE, BRA Badge:

Options: 1=View B=Brkdwn

Position:

Selected Period

From:

To:

Opt	Date	In	Out	Hours	Sch	Pcd	Ap	Labor Levels	Notes
SU	2/20/22	528A U	1000A	4.53			0	512.MEAT	
SU	2/20/22	1033A	158P	3.42			0	512.MEAT	M
WE	2/23/22	609A U	226P	8.28			0	512.MEAT	
SA	2/26/22	604A U	348P	9.73			0	512.MEAT	
SU	2/27/22	622A L	208P L	7.77	7.00		0	512.MEATCLK	
TU	3/01/22	302A 3	1121A L	8.32	7.00		0	512.MEATCLK	
WE	3/02/22	450A L	122P L	8.53	7.00		0	512.MEATCLK	
FR	3/04/22	319A L	1206P L	8.78	7.00		0	512.MEATCLK	
SA	3/05/22	350A L	1110A L	7.33	7.00		0	512.MEATCLK	
SU	3/06/22	333A L	1033A L	7.00	7.00		0	512.MEATCLK	
TU	3/08/22	321A L	1053A L	7.53	7.00		0	512.MEATCLK	
									More...
1HIRE	1.00	REG	140.62	OT	2.66	SUNRG	22.72	SU100	22.72

F3=Exit		F8=Adjust	F9=Previous	F10=Next	Total	167.00
F12=Cancel	F13=ROUNDED	F14=Defaults	F15=Punches	F16=Audit		F11=Charge

CONFIDENTIAL

7/04/22 13:10:23 iSeries History: Roundy's Chicago KMA - 531RI

Emp#: BR84689 RUDOLPH-KIMBLE, BRA Badge:

Selected Period

Options: 1=View B=Brkdwn

From:

Position:

To:

Opt	Date	In	Out	Hours	Sch	Pcd	Ap	Labor Levels	Notes
TH	3/10/22	341A U	751A	4.17			0	512.MEAT	
TH	3/10/22	817A	1117A	3.00			0	512.MEAT	M
FR	3/11/22	416A L	929A	5.22	7.00		0	512.MEATCLK	
FR	3/11/22	947A 3	1010A L	.63	7.00		0	512.MEATCLK	B
SA	3/12/22	409A L	1040A L	6.52	7.00		0	512.MEATCLK	
TU	3/15/22	457A L	1016A E	5.32	7.00		0	512.MEATCLK	

1HIRE	1.00	REG	140.62	OT	2.66	SUNRG	22.72	SU100	Bottom 22.72
-------	------	-----	--------	----	------	-------	-------	-------	-----------------

F3=Exit	F8=Adjust	F9=Previous	F10=Next	Total	167.00
F12=Cancel	F13=ROUNDED	F14=Defaults	F15=Punches	F16=Audit	F11=Charge

Retail_Acknowledgments2 ONLINE (1-2018-04-11 12:10:07.0)	Retail Hourly Handbook Acknowledgements	Completed	2/11/2022	...	>
HARASSMENT_ILLINOIS ONLINE (1-2020-02-10 20:31:00.0)	Harassment Training for Illinois Associates	Completed	2/11/2022	...	>
SAFETY_PITINTRO ONLINE (2-2018-07-16 22:31:00.0)	Powered Industrial Truck (PIT) Introduction - ALL ASSOCIATES - ASSOCIATE SAFETY	Passed	2/11/2022	...	>

EXHIBIT R

CONFIDENTIAL

LOCAL 881 UFCW Grievance Investigation Report

United Food and Commercial Workers International Union
1350 E Touhy Avenue, Suite 300E / Des Plaines, IL 60018 / (847) 294-5064

Member's Name	Member No.	Hire Date	Date Filed	Job Class Code	Grievance Number
Brandon A. Rudolph-Kimble	532265	02/08/22	03/22/22	LVL3	2022-000397
211 E Delaware Pl #206		Part/Full Time			Grievance Topic
Chicago, IL 60611		Part-Time			DE All Other
(678) 964-4601 .		Work Location			
		Mariano's Fresh Market - 1615 S Clark (#8512			
Union Representative	Grievance Contact	Unit Manager	Union Steward		
Markeisha J. Marshall	Amanda Obenberger	Zaim Vukic			
Contract:	Article:	Section:			
MARIANO'S 2018 - 2022	18				

Grievance Details

As we on 3/18/2022, this grievance is being filed at Mr. Rudolph-Kimble's request. Mr. Rudolph-Kimble states that he was terminated on 3/15/2022, for an alleged violation of company policy. Therefore, it is Local 881's position that Mr. Rudolph-Kimble be reinstated immediately and made whole, as it pertains to all contractual benefits, to include full retro pay. Likewise, Local 881 requests that this discipline be removed from Mr. Rudolph-Kimble's file. Further, please forward all copies of all documentation used to administer this discipline to Local 881, at your earliest convenience. Please notify Local 881 as to the date Mr. Rudolph-Kimble is returned to work, as well as the amount and date of retro payment.

Thank you,
Markeisha Marshall
Union Representative

Cc: Lindsay Flesher, Hay Joosten

Employer Response to Grievance / Local 881 Action**Solution / Follow Up**

Business Representative	Date Resolved	Local President	Date	Secretary-Treasurer

Employer Copy

Rudolph-Kimble v. Roundy's Illinois, LLC d/b/a Mariano's
N.D. Ill. Case No. 22-cv-02717

CONFIDENTIAL
D000238

Chris Griesmeyer

From: Gavrilos, Mary <MaryGavrilos@Local881UFCW.org>
Sent: Thursday, May 5, 2022 12:26 PM
To: Joosten, Henricus
Subject: Re: Request to Close - 5.5.22
Attachments: image001.png

[EXTERNAL EMAIL]: Do not click links or open attachments unless you recognize the sender and know the content is safe.


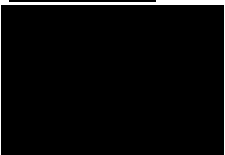
Confirming on all.

Thank you,
Mary Gavrilos
Local 881 Union Representative
847 294 5064 ext.416
Sent from my iPhone

On May 5, 2022, at 10:26 AM, Joosten, Henricus <henricus.joosten@kroger.com> wrote:

Mary-

Appreciate the discussion – here are the ones we discussed to close. Would you mind confirming?

Brandon Rudolph- Kimble	512	Termination	2022-000397
	508	Termination	2022-000484
	529	Suspension	2022-000438
	508	Termination	2022-000471
	536	Suspension	2022-000439
	508	Termination	2022-000552

Hay Joosten – SHRM-SCP
District HR Leader - Mariano's
9501 W. Devon Ave. Suite 502 | Rosemont, IL 60018
Office: 414-231-7713 | Cell: 847-282-0124
Email: Henricus.Joosten@Marianos.com



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EXHIBIT S

Team Member Description

General Member – This training is also required for all employees

- Orientation
- Physical Safety
- Food Safety
- Customer Service Basics
- Bagging
 - LEAP – One Less Bag
 - LEAP – Bagging Tips
- Cleaning*
 - Mopping Floors
 - TimeMizer
 - Chemical Use
 - 3 Compartment Sink

General Member

- Multi-Function Duties
 - Cleaning and Maintenance
 - Sales Area
 - Outside
 - Backrooms
 - Customer Service
 - Parcel
 - Cart Retrieval
 - Customer Assistance
 - Demonstrations
- Blocking
- Facing
- Entry level responsibilities
- Refuse Disposal
- Recycle Product to shelf
- Cardboard Removal and disposal
- Miscellaneous duties

Updated 5/31/2011

Team Member Description

Level 1

- Basic Selling Concepts
 - Working with customers
 - Suggestive Selling
 - Handling questions whether you know the answer or not
- Sales Floor Maintenance
 - Culling
 - Stocking/Displays
 - Handling Product
 - Basic knowledge of products in the department
- Basic Product Knowledge
 - Temperature control
 - Food handling
 - Department category breakdown with examples
 - Essential product care
 - Product labeling
 - COOL
 - Organic/Natural
- Cashier Training

Level 1

- Performs basic functions in departments
 - Working knowledge of legal, safety, and sanitation requirements
 - Fundamental skill level to provide excellent customer service, sell product, and accomplish entry level job requirements
 - Performs job functions accurately, efficiently, and productively
 - Replenishment of products
 - Rotation procedures
 - Basic product handling skills
 - Cashiering

Updated 5/31/2011

Team Member Description

Level 2 – Need

- Certified as a Level 1 in another department
- Includes specialist positions that may or may not progress to other levels
 - Cake Decorator
 - Floral Designer
- Expanded product knowledge
 - Own brand
 - Use and Preparation
- Food Preparation
 - Sanitation
 - Clean as you go
 - Safety (knives, equipment)
 - Location of equipment
 - Following Recipes
- Reading and Executing Production Logs
 - Breakout – bakery
 - Crisping – Produce
- Department closing procedures
 - Able to take the lead on this process

Level 2

- Competency within department to include
 - Product identification
 - Own Brand – knowledge
 - Product Attributes
 - Selling and food preparation
 - Closing Department
 - Standard Operation Procedures
 - Production Planning

Updated 5/31/2011

Team Member Description

Level 3

- Certified as a Level 2 in another department
- Department opening procedures
 - Able to take the lead on this process
- Roadmap Execution
 - Able to follow the merchandising plan
 - Identifies cross-merchandising opportunities
- Financials – Understands fundamentals, where to find numbers and the business impact of each.
 - Labor and expenses
 - Sales
 - Margins
 - Labor
 - Other expenses
- Total Store Knowledge
 - Understands business impact of weather, seasonality and promotions on the performance of their department and specific categories
- SIM
 - Ordering
 - Waste
 - Production Management
- Specialized product knowledge – Required at level 3 but optional for level 2
 - Cheese, etc.

Level 3

- Advanced Competency within department(s) to include

- Opening Department
- Execution of Merchandising Plan
- Comprehensive knowledge of the Store Inventory Management System
- Periscope
- Competency in multiple departments to include:
 - Product Identification
 - Own Brand
 - Product Attributes
 - Selling and food preparation
 - Closing Department

Updated 5/31/2011

Team Member Description

Level 4

- Certified as a Level 3 in another department
- Leadership Training
- Must have completed 3 physical inventories
- Budgets
 - Understands where the numbers come from
 - Able to tie this to controllable financials in the department
- Comprehensive product knowledge
- Periscope

Level 4

- Leadership Competency

Comprehensive and advanced competency of product knowledge in one of the function areas

- Ability to manage team members
- Ability to work independently
- Understands the P & L
- Plan events
- Scheduling of team members
- Priority setting

Updated 5/31/2011

Team Member Description

Logistics – Pricing and Receiving for all PLU items in the store

- My not have a level 1
- Level 2 hangs tags and is able to supervise the close
- Level 3 can order and supervise opening procedures
- Level 4
 - Understands financials
 - Functions as primary in pricing and receiving as scheduled

Replenishment – Maintains conditions of shelves with all PLU items

Front End Progression

- Level 1 – Cashier
- Level 2 – Closing CSR and Service Desk
- Level 3 – Opening CSR and Service Desk including Books
- Level 4 – Essentially a backup to SOM

Updated 5/31/2011



Team Member Levels Quick Reference Guide

Key Tasks to Keep in Mind When Utilizing the Level System

General

- Cleaning in back rooms, prep areas, restrooms, lot
- Blocking, facing, and shop-backs
- Demos
- Wrapping and packaging of products

Level 1

- Stocking and filling of customer orders
- Pricing and verification
- Waiting on customers
- Cashiering (includes cross-training from outside departments)

Level 2

- Preparing product requiring recipes
- Closing the department
- Reviewing sales and production planning to prepare product
- Providing direction and training to Level 1's and Generals

Level 3

- Opening the department (can also close)
- Ordering
- Providing direction and training to Level 1's and Level 2's
- Understanding of waste/shrink
- Counting inventory
- Executing merchandising standards and sales plans
- Cross-trained to Level 2 in secondary department

Level 4

- Managing and leading all team members in the department
- Managing and entering inventory
- Writing effective department schedules
- Cross-trained to Level 3 in secondary department

What *Department* can I Cross-Train in?



Speak with your PSM to select a cross-training department and begin required coursework in KnowMe



Find your Home Department



See your Cross-Training Options

Front End & *Fuel



Logistics, Replenishment, Deli & Cheese, Meat & Seafood, Bakery, Produce, Floral, Hot Foods, Receiving, Merch & Pricing

**Logistics, Replenishment,
Receiving, Merch & Pricing**



Front End, Deli & Cheese, Meat & Seafood, Bakery, Produce, Floral, Hot Foods

Bakery & *Sweet Shop



Front End, Logistics, Replenishment, Deli & Cheese, Produce, Meat & Seafood, Floral, Hot Foods, Receiving, Merch & Pricing, Pickup

Deli & Cheese



Front End, Logistics, Replenishment, Bakery, Produce, Meat & Seafood, Floral, Hot Foods, Receiving, Merch & Pricing, Pickup

Hot Foods



Front End, Logistics, Replenishment, Bakery, Deli & Cheese, Produce, Meat & Seafood, Floral, Receiving, Merch & Pricing, Pickup

**Produce, Salad Bar
Floral & *Smoothie**



Front End, Logistics, Replenishment, Bakery, Deli & Cheese, Meat & Seafood, Hot Foods, Receiving, Merch & Pricing, Pickup

Meat & Seafood



Front End, Logistics, Replenishment, Bakery, Deli & Cheese, Produce, Hot Foods, Floral, Receiving, Merch & Pricing, Pickup

Pickup



Front End, Deli & Cheese, Meat & Seafood, Bakery, Produce, Floral, Hot Foods

***Vero/Starbucks & Demo**



Front End, Logistics, Replenishment, Deli & Cheese, Meat & Seafood, Bakery, Produce, Hot Foods

Note*: Vero/Starbucks, Smoothie, Sweet Shop, Demo and Fuel are NOT available as a cross-training option

3.3.21



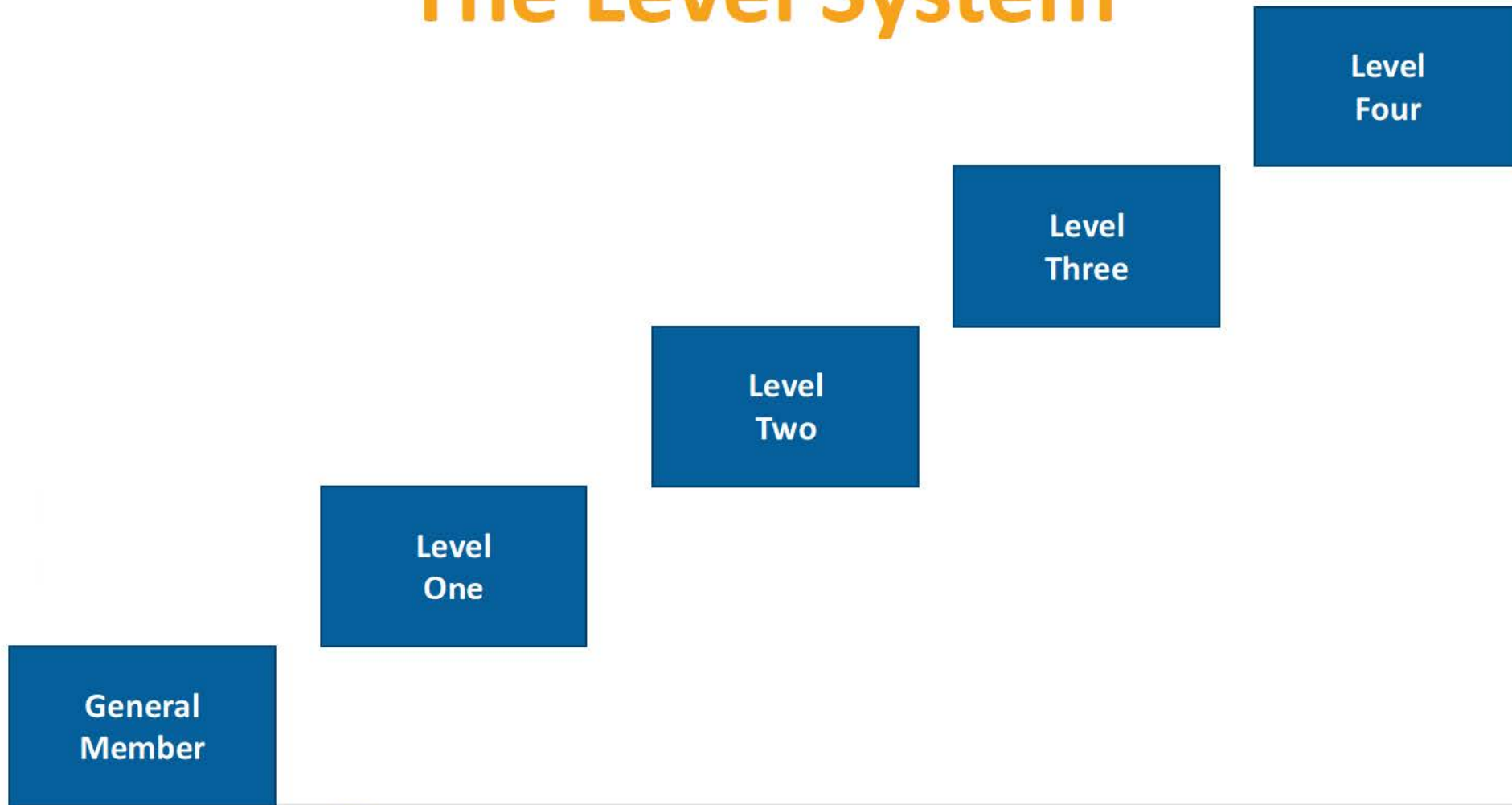
The Level System

Team Member Growth Process

The Level System



The Level System



The Level System

General Responsibilities

Multi-Functional Entry-Level Duties

- Cleaning and Maintenance
 - Sales Area and Outside
 - Backrooms
 - Restrooms
 - Refuse & Cardboard Disposal
- Customer Service
 - Assisting customers to lot
 - Cart Retrieval
 - Wrapping of product
 - Demos
- Blocking, Facing, Shopbacks
- Working knowledge of legal, safety and sanitation requirements

Examples

- Serving Customers
- Floral Wrapping
- Bagging
- Parking Lot/Cart Retrieval
- Washing Dishes
- Cleaning Restrooms

The Level System

Level 1 Responsibilities

Basic Department Functions

- Stocking & Replenishment of products
- Pricing and verification
- Customer Service
- Fulfilling of customer orders
- Demonstrations
- Suggestive selling
- Working knowledge of legal, safety and sanitation requirements
- Basic product handling skill

Examples

- Serving Customers
- Filling and Rotation
- Cashier
- Slicing Deli Meat and weighing customer orders
- Assisting Meat & Seafood or Bakery customers at the full-service counter

The Level System

Level 2 Responsibilities

Advanced Department Functions & Basic Lead Duties

- Closing Department
- Full Product Knowledge including Own Brand products
- Perform production planning
- Periscope tasks
- Customer Service
- Food Production
- Suggestive selling
- Sign-making and price verification

Examples

- Lead department closing
- Item Production
- Special order execution
- Basic Receiving tasks
- Dept-Dept transfers
- Leading break process

The Level System

Level 3 Responsibilities

Advanced Department Operational Competency

- Opening Department
- Execution of Merchandising Plan
- Comprehensive knowledge of Inventory systems, ordering process, and production planning
- Customer Service
- Competency in cross-trained department up to Level 2 to include:
 - Product Identification
 - Selling and food preparation
 - Closing of Department

Examples

- Oversees opening tasks
- Writes department order
- Performs production planning to meet customer and dept needs
- Provides direction to team members

The Level System

Level 4 Responsibilities

Leadership Competency

- Ability to manage and lead the team members
- Ability to work independently
- Plan events
- Scheduling of team members
- Priority Setting
- Customer Service
- Waste management
- Inventory Management to include the process of taking period ending inventory
- Ability to train and develop others in the department

Examples

- Can independently operate a department in manager's absence
- Understands all department procedures
- Schedules team members according to the work, TM ability, and the needs of the business

Hourly Employee Growth Process

In order to be eligible for a promotion/transfer, Team Members must be **CERTIFIED** in the position & level in which they strive to grow into.

- Certification means completing both the hands-on and online (KnowMe Learning) training for the desired position/level as defined by the Passport (training checklist).
- Team Members can sign-up to be scheduled for certification training by putting their name on 'Employee Training Request' form posted by the time clocks or in the employee breakroom each week.



Hourly Employee Growth Process

Once a Team Member completes all training and is certified, they must review the Fresh Opportunities (Job Postings) List.

- Being certified does not automatically guarantee growth/pay increase.
- The specific position must be officially open and posted.
- The updated Fresh Opportunities Posting should be posted by the time clocks and in the employee break room.



Hourly Employee Growth Process

If a position is available, Team Members must apply for an open position using an Internal Application Form.

- In the case of multiple applications, the position will be given to the person with the earliest certification date.

- Nearly 10,000 promotions since 2010
- Nearly 1000 leveled/hourly team members have gone on to management/salaried positions or have been promoted to higher-level management positions since 2010



Seniority and Scheduling

Seniority

- What is seniority? Why is it important? How is it determined?
- Seniority is applied in each classification; Wall to Wall seniority
- In the big picture, seniority determines vacations, and job bids, and...

Schedules

- Level 4 → Level 3 → Level 2 → Level 1 → General
- Posted by 4:00pm Thursday
- Don't have to accept unreasonable availability restrictions
- Do not create shifts to meet the needs of our employees
- Must give a minimum of 4 hours when scheduled
- Unavailable Days
- Needs of the Business
- Can't arbitrarily change



EXHIBIT T

Application		Jobs Applied
Candidate Status	New Application(s)	Meat/Seafood Team Member - Level 3 (1495781)
	MISCELLANEOUS DOCUMENTS	Requisition Closed. Candidate Not Selected.
Attachments	Documents 0 attached	11/06/2019
Other Supporting Documentation (e.g. Letters of Recommendation, etc.)	Documents 0 attached	Meat Cutter (827661)
	GENERAL INFORMATION	New Application(s)
How do your past or current responsibilities and qualifications relate to the position you are currently applying for?		06/08/2017
How did you learn about this opportunity?		Correspondence
Have you ever worked for any other retail, manufacturing, or logistics companies in the past? If so, please provide details.		06/08/2017 System System Email Job Application Submitted Successfully
Do you have any relatives who are employed by The Kroger Family of Companies, or its subsidiaries?		Application Status Audit Trail
If you have any relatives currently employed, provide their full name, location and your relationship to them.		06/08/2017 System System New Application(s)
Have you, or has anyone under your supervision, been found to have violated a prohibition on selling tobacco to minors?		More Information
Who is your current supervisor?		Suffix
What is your current supervisor's contact information (e.g., email, phone, etc.)?		Preferred First Name
Have you notified your supervisor about applying to this position?		List all Other Names Used
If you have notified your supervisor, what was the date you notified them?		*Address Line 1 (Number, Street and Apt. Number)
If you have not notified your supervisor, please provide the reason that you have not.		Address Line 2 (Number, Street and Apt. Number)
		*Country United States
		*State Illinois
		*City GURNEE
		*ZIP Code 60031
		Alternate Phone
		*Position Effective Date 02/20/2017
		Level
		*Division 531 - Mariano's
		*Location 521 - Buffalo Grove
		*Department Meat
		Original Contact Email

Have you been in your current position for two years or more?	
Have you had any performance problems or disciplinary action within the last 12 months?	
If yes, please describe:	
	AVAILABILITY
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	
	PERSONAL BACKGROUND INFORMATION
Have you been convicted of a crime?	
If you answered "Yes" to the above question, provide the County and State of the conviction, misdemeanor or felony and a brief description of the conviction. If you fail to provide complete information, your application could be delayed.	

Screening Details

What specific position and level are you interested in transferring to?	
What are your current certifications?	
What is your current location/store?	

Required - Provide your work history, including experience related to the position for which you are applying and any military experience.

There are no items in this section.

Optional - What is your educational experience?

Education Type	
Country	
State	
City	
School/Institution Name	
If other, enter School/Institution Name	
Degree Status	

Area of Study	
If other, enter Area of Study	

Optional - What certifications or licenses do you have?

There are no items in this section.

What United States Military experience do you have (if any)?

There are no items in this section.

What is your work history outside The Kroger Family of Companies (if any)?

There are no items in this section.

What is your work history within The Kroger Family of Companies (if any)?

There are no items in this section.

What external community involvement do you have relevant to the position you are interested in (if any)?

There are no items in this section.

What internal organizational involvement do you have, relevant to the position you are interested in (if any)?

There are no items in this section.

What foreign language capabilities do you have (if any)?

There are no items in this section.

Are you willing to relocate? If so, enter geographic mobility.

There are no items in this section.

What special assignments or projects have you participated in relevant to the position you are interested in (if any)?

There are no items in this section.